

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 3

AMENDED REPORT ☐

APPLICATION FOR PERMIT TO DRILL						1. WELL NAME and NUMBER 7-31D-36 BTR				
2. TYPE OF WORK DRILL NEW WELL <input checked="" type="checkbox"/> REENTER P&A WELL <input type="checkbox"/> DEEPEN WELL <input type="checkbox"/>						3. FIELD OR WILDCAT CEDAR RIM				
4. TYPE OF WELL Oil Well <input type="checkbox"/> Coalbed Methane Well: NO <input type="checkbox"/>						5. UNIT or COMMUNITIZATION AGREEMENT NAME				
6. NAME OF OPERATOR BILL BARRETT CORP						7. OPERATOR PHONE 303 312-8164				
8. ADDRESS OF OPERATOR 1099 18th Street Ste 2300, Denver, CO, 80202						9. OPERATOR E-MAIL BHilgers@billbarrettcorp.com				
10. MINERAL LEASE NUMBER (FEDERAL, INDIAN, OR STATE) 1420H626405			11. MINERAL OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input checked="" type="checkbox"/> STATE <input type="checkbox"/> FEE <input type="checkbox"/>			12. SURFACE OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>				
13. NAME OF SURFACE OWNER (if box 12 = 'fee') Marty Ellis						14. SURFACE OWNER PHONE (if box 12 = 'fee') 801-254-8952				
15. ADDRESS OF SURFACE OWNER (if box 12 = 'fee') 12475 South 3240 West, Riverton, UT 84065						16. SURFACE OWNER E-MAIL (if box 12 = 'fee')				
17. INDIAN ALLOTTEE OR TRIBE NAME (if box 12 = 'INDIAN')			18. INTEND TO COMMINGLE PRODUCTION FROM MULTIPLE FORMATIONS YES <input type="checkbox"/> (Submit Commingling Application) NO <input checked="" type="checkbox"/>			19. SLANT VERTICAL <input type="checkbox"/> DIRECTIONAL <input checked="" type="checkbox"/> HORIZONTAL <input type="checkbox"/>				
20. LOCATION OF WELL		FOOTAGES		QTR-QTR	SECTION	TOWNSHIP	RANGE	MERIDIAN		
LOCATION AT SURFACE		1915 FNL 2370 FEL		SWNE	31	3.0 S	6.0 W	U		
Top of Uppermost Producing Zone		1987 FNL 1969 FEL		SWNE	31	3.0 S	6.0 W	U		
At Total Depth		1988 FNL 1968 FEL		SWNE	31	3.0 S	6.0 W	U		
21. COUNTY DUCHESNE			22. DISTANCE TO NEAREST LEASE LINE (Feet) 1968			23. NUMBER OF ACRES IN DRILLING UNIT 640				
			25. DISTANCE TO NEAREST WELL IN SAME POOL (Applied For Drilling or Completion) 96			26. PROPOSED DEPTH MD: 8846 TVD: 8816				
27. ELEVATION - GROUND LEVEL 6591			28. BOND NUMBER LPM8874725			29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE 43-180				
Hole, Casing, and Cement Information										
String	Hole Size	Casing Size	Length	Weight	Grade & Thread	Max Mud Wt.	Cement	Sacks	Yield	Weight
Cond	26	16	0 - 80	65.0	Unknown	8.8	No Used	0	0.0	0.0
Surf	12.25	9.625	0 - 2300	36.0	J-55 ST&C	8.8	Halliburton Light , Type Unknown	360	3.16	11.0
							Halliburton Premium , Type Unknown	210	1.36	14.8
Prod	8.75	9.625	0 - 8846	17.0	P-110 LT&C	9.6	Unknown	680	2.31	11.0
							Unknown	750	1.42	13.5
ATTACHMENTS										
VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES										
<input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER					<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN					
<input checked="" type="checkbox"/> AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)					<input type="checkbox"/> FORM 5. IF OPERATOR IS OTHER THAN THE LEASE OWNER					
<input checked="" type="checkbox"/> DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED)					<input checked="" type="checkbox"/> TOPOGRAPHICAL MAP					
NAME Venessa Langmacher			TITLE Senior Permit Analyst			PHONE 303 312-8172				
SIGNATURE			DATE 06/21/2012			EMAIL vlangmacher@billbarrettcorp.com				
API NUMBER ASSIGNED 43013514980000					APPROVAL					

Received: June 28, 2012

BILL BARRETT CORPORATION

DRILLING PLAN

7-31D-36 BTR

SW NE, 1915' FNL and 2370' FEL, Section 31, T3S-R6W, USB&M (surface hole)

SW NE, 1988' FNL and 1968' FEL, Section 31, T3S-R6W, USB&M (bottom hole)

Duchesne County, Utah

1 - 2. Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals

<u>Formation</u>	<u>Depth – MD</u>	<u>Depth - TVD</u>
Lower Green River*	4,914'	4,896'
Douglas Creek	5,759'	5,731'
Black Shale	6,585'	6,556'
Castle Peak	6,730'	6,701'
Uteland Butte	7,085'	7,056'
Wasatch*	7,500'	7,471'
TD	8,846'	8,816'

*PROSPECTIVE PAY

The Wasatch and the Lower Green River are primary objectives for oil/gas.

Base of Useable Water = 1,056'

3. BOP and Pressure Containment Data

<u>Depth Interval</u>	<u>BOP Equipment</u>
0 – 2,500'	No pressure control required
2,500' – TD	11" 5000# Ram Type BOP 11" 5000# Annular BOP
- Drilling spool to accommodate choke and kill lines; - Ancillary equipment and choke manifold rated at 5,000 psi. All BOP and BOPE tests will be in accordance with the requirements of onshore Order No. 2; - The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests. - BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up To operate most efficiently in this manner.	

4. Casing Program

<u>Hole Size</u>	<u>SETTING DEPTH</u>		<u>Casing Size</u>	<u>Casing Weight</u>	<u>Casing Grade</u>	<u>Thread</u>	<u>Condition</u>
	<u>(FROM)</u>	<u>(TO)</u>					
26"	Surface	80'	16"	65#			
12 1/4"	Surface	2,500'	9 5/8"	36#	J or K 55	ST&C	New
8 3/4"	Surface	TD	5 1/2"	17#	P-110	LT&C	New

5. **Cementing Program**

16" Conductor Casing	Grout
9 5/8" Surface Casing	Lead: 360 sx Halliburton Light Premium with additives mixed at 11.0 ppg (yield = 3.16 ft ³ /sx) circulated to surface with 75% excess. TOC @ Surface Tail: 210 sx Halliburton Premium Plus cement with additives mixed at 14.8 ppg (yield = 1.36 ft ³ /sx), calculated hole volume with 75% excess. TOC @ 2,000'
5 1/2" Production Casing	Lead: 680 sx Tuned Light cement with additives mixed at 11.0 ppg (yield = 2.31 ft ³ /sx). TOC @ 2,000' Tail: 750 sx Halliburton Econocem cement with additives mixed at 13.5 ppg (yield = 1.42 ft ³ /sx). Top of cement to be determined by log and sample evaluation; estimated TOC @ 6,085'

6. **Mud Program**

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss</u> (API filtrate)	<u>Remarks</u>
0' – 80'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
80' – 2,500'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
2,500' – TD	8.6 – 9.6	42-52	20 cc or less	DAP Polymer Fluid System
Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at well site. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.				

7. **Testing, Logging and Core Programs**

Cores	None anticipated;
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface). FMI & Sonic Scanner to be run at geologist's discretion.

8. **Anticipated Abnormal Pressures or Temperatures**

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 4400 psi* and maximum anticipated surface pressure equals approximately 2461 psi** (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

**Maximum surface pressure = A – (0.22 x TD)

Bill Barrett Corporation
Drilling Program
7-31D-36 BTR
Duchesne County, Utah

9. **Auxiliary Equipment**

- a) Upper kelly cock; lower Kelly cock will be installed while drilling
 - b) Inside BOP or stab-in valve (available on rig floor)
 - c) Safety valve(s) and subs to fit all string connections in use
- Mud monitoring will be visually observed

10. **Location and Type of Water Supply**

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W water right number 43-180.

11. **Drilling Schedule**

Location Construction:	June 2013
Spud:	June 2013
Duration:	15 days drilling time
	45 days completion time

Returned Unapproved



Bill Barrett Corporation

LAKE CANYON & BLACK TAIL RIDGE CEMENT VOLUMES

Well Name: **7-31D-36 BTR**

Surface Hole Data:

Total Depth:	2,500'
Top of Cement:	0'
OD of Hole:	12.250"
OD of Casing:	9.625"

Calculated Data:

Lead Volume:	1096.1	ft ³
Lead Fill:	2,000'	
Tail Volume:	274.0	ft ³
Tail Fill:	500'	

Cement Data:

Lead Yield:	3.16	ft ³ /sk
% Excess:	75%	
Top of Lead:	0'	

Calculated # of Sacks:

# SK's Lead:	360
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Tail Yield:	1.36	ft ³ /sk
% Excess:	75%	
Top of Tail:	2,000'	

# SK's Tail:	210
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Production Hole Data:

Total Depth:	8,846'
Top of Cement:	2,000'
Top of Tail:	6,085'
OD of Hole:	8.750"
OD of Casing:	5.500"

Calculated Data:

Lead Volume:	1547.8	ft ³
Lead Fill:	4,085'	
Tail Volume:	1046.2	ft ³
Tail Fill:	2,761'	

Cement Data:

Lead Yield:	2.31	ft ³ /sk
Tail Yield:	1.42	ft ³ /sk
% Excess:	50%	

Calculated # of Sacks:

# SK's Lead:	680
# SK's Tail:	750

7-31D-36 BTR Proposed Cementing Program

<u>Job Recommendation</u>	<u>Surface Casing</u>	
Lead Cement - (2000' - 0')		
Halliburton Light Premium	Fluid Weight:	11.0 lbm/gal
5.0 lbm/sk Silicalite Compacted	Slurry Yield:	3.16 ft ³ /sk
0.25 lbm/sk Kwik Seal	Total Mixing Fluid:	19.48 Gal/sk
0.125 lbm/sk Poly-E-Flake	Top of Fluid:	0'
2.0% Bentonite	Calculated Fill:	2,000'
	Volume:	195.22 bbl
	Proposed Sacks:	360 sks
Tail Cement - (TD - 2000')		
Premium Cement	Fluid Weight:	14.8 lbm/gal
2.0% Calcium Chloride	Slurry Yield:	1.36 ft ³ /sk
	Total Mixing Fluid:	6.37 Gal/sk
	Top of Fluid:	2,000'
	Calculated Fill:	500'
	Volume:	48.80 bbl
	Proposed Sacks:	210 sks

<u>Job Recommendation</u>	<u>Production Casing</u>	
Lead Cement - (6085' - 2000')		
Tuned Light™ System	Fluid Weight:	11.0 lbm/gal
	Slurry Yield:	2.31 ft ³ /sk
	Total Mixing Fluid:	10.65 Gal/sk
	Top of Fluid:	2,000'
	Calculated Fill:	4,085'
	Volume:	275.65 bbl
	Proposed Sacks:	680 sks
Tail Cement - (8846' - 6085')		
Econocem™ System	Fluid Weight:	13.5 lbm/gal
0.125 lbm/sk Poly-E-Flake	Slurry Yield:	1.42 ft ³ /sk
1.0 lbm/sk Granulite TR 1/4	Total Mixing Fluid:	6.61 Gal/sk
	Top of Fluid:	6,085'
	Calculated Fill:	2,761'
	Volume:	186.33 bbl
	Proposed Sacks:	750 sks

T3S, R6W, U.S.B.&M.

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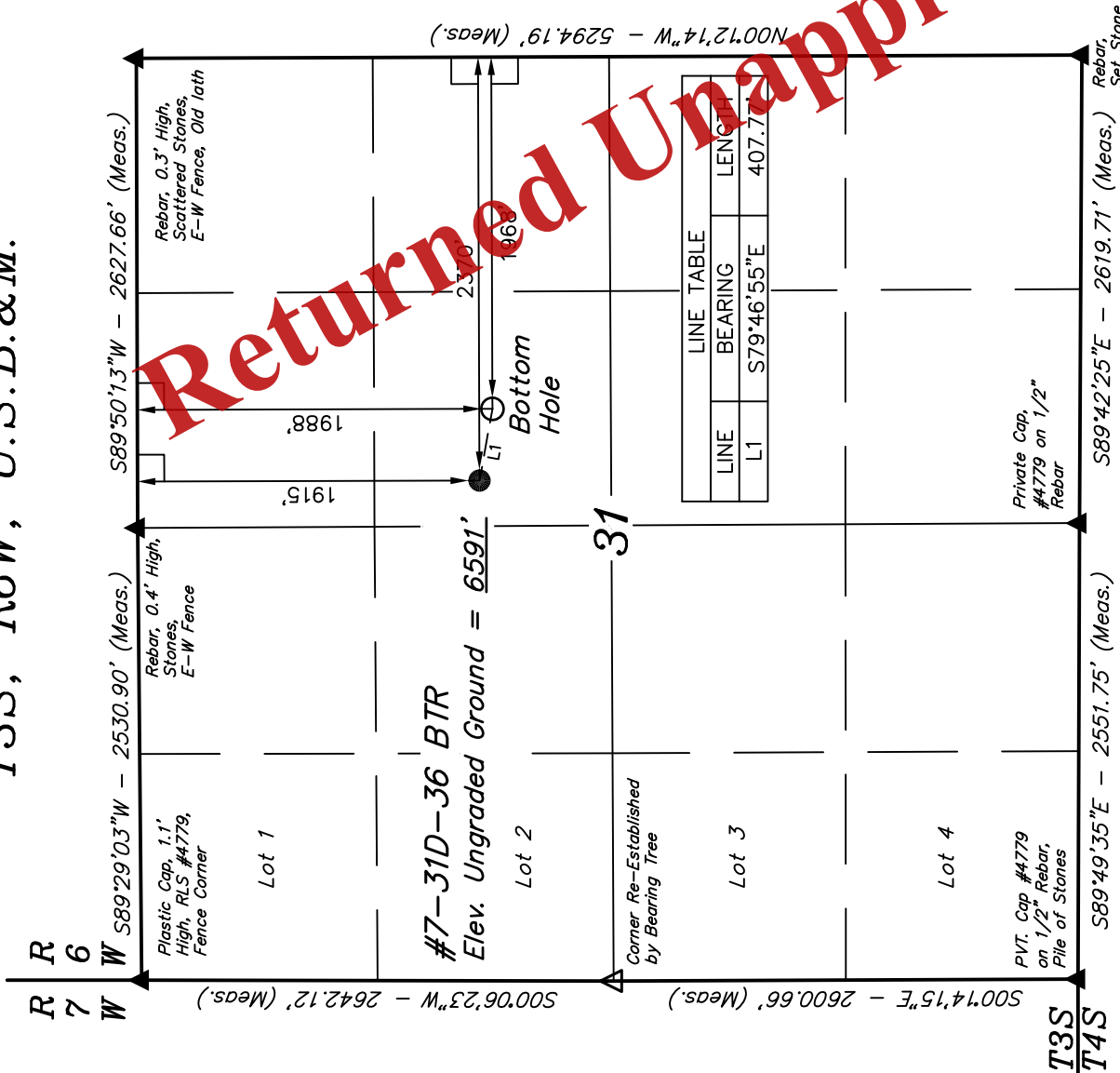
Well location, #7-31D-36 BTR, located as shown in the SW 1/4 NE 1/4 of Section 31, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

BASIS OF ELEVATION

SPOT ELEVATION AT A ROAD INTERSECTION LOCATED IN THE NW 1/4 OF SECTION 36, T3S, R6W, U.S.B.&M., TAKEN FROM THE RABBIT GULCH QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5904 FEET.

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.



LEGEND:

— = 90° SYMBOL

● = PROPOSED WELL HEAD.

▲ = SECTION CORNERS LOCATED.

△ = SECTION CORNERS RE-ESTABLISHED.

(Not Set on Ground.)



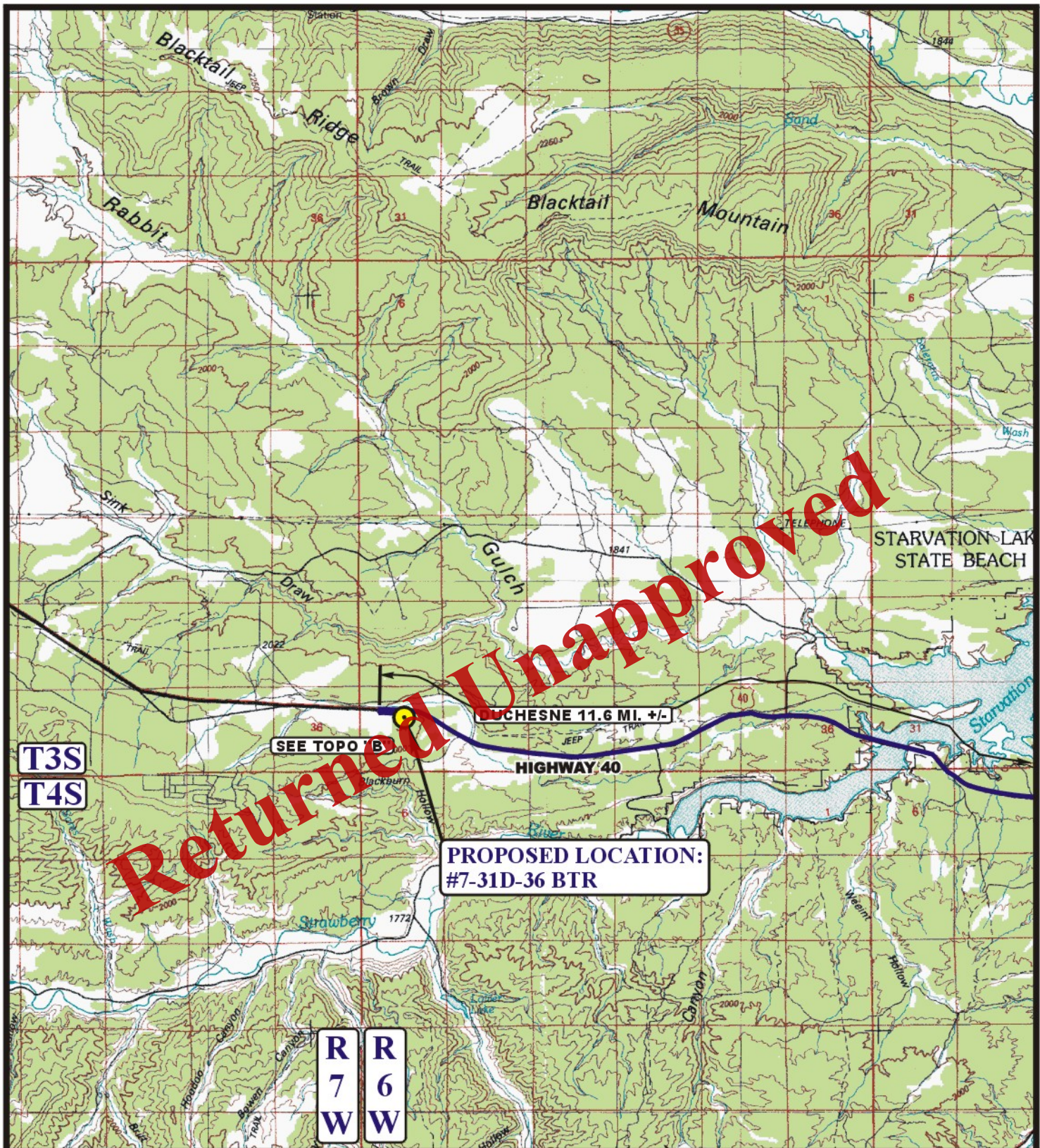
CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT L. KAY
REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH
06-22-11

UTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(435) 789-1017

SCALE	1" = 1000'	DATE SURVEYED:	06-06-11	DATE DRAWN:	06-22-11
PARTY	T.A. C.N. K.O.	REFERENCES	G.L.O. PLAT		
WEATHER	COLD	FILE			
					BILL BARRETT CORPORATION



LEGEND:

● PROPOSED LOCATION



Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813



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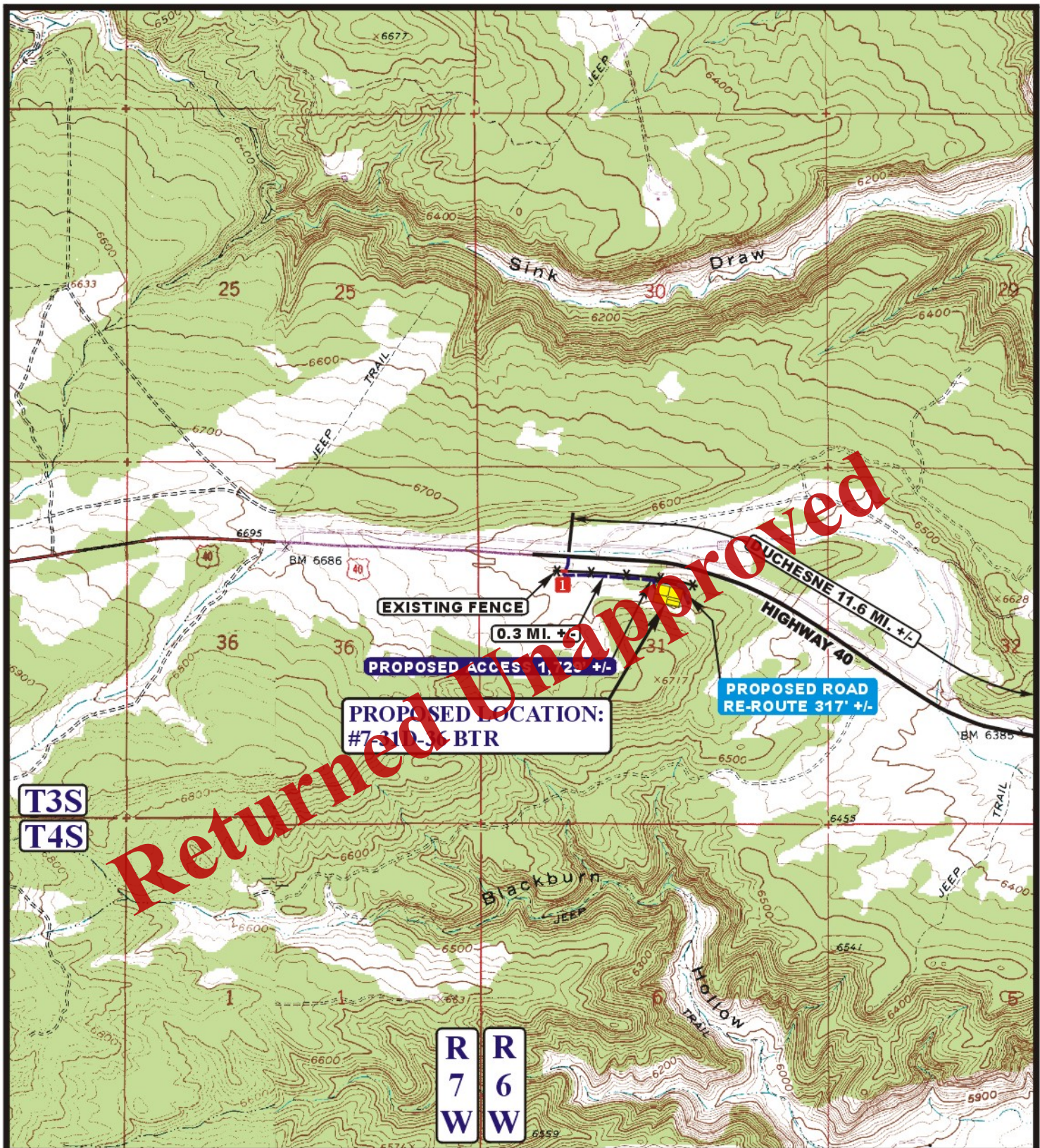
#7-31D-36 BTR
SECTION 31, T3S, R6W, U.S.B.&M.
1915' FNL 2370' FEL

ACCESS ROAD
MAP

06 20 11
MONTH DAY YEAR

SCALE: 1:100,000 DRAWN BY: C.A.G. REVISED: 00-00-00





LEGEND:

- EXISTING ROAD
- PROPOSED ACCESS ROAD
- EXISTING FENCE
- 1 INSTALL CATTLE GUARD



Utah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813



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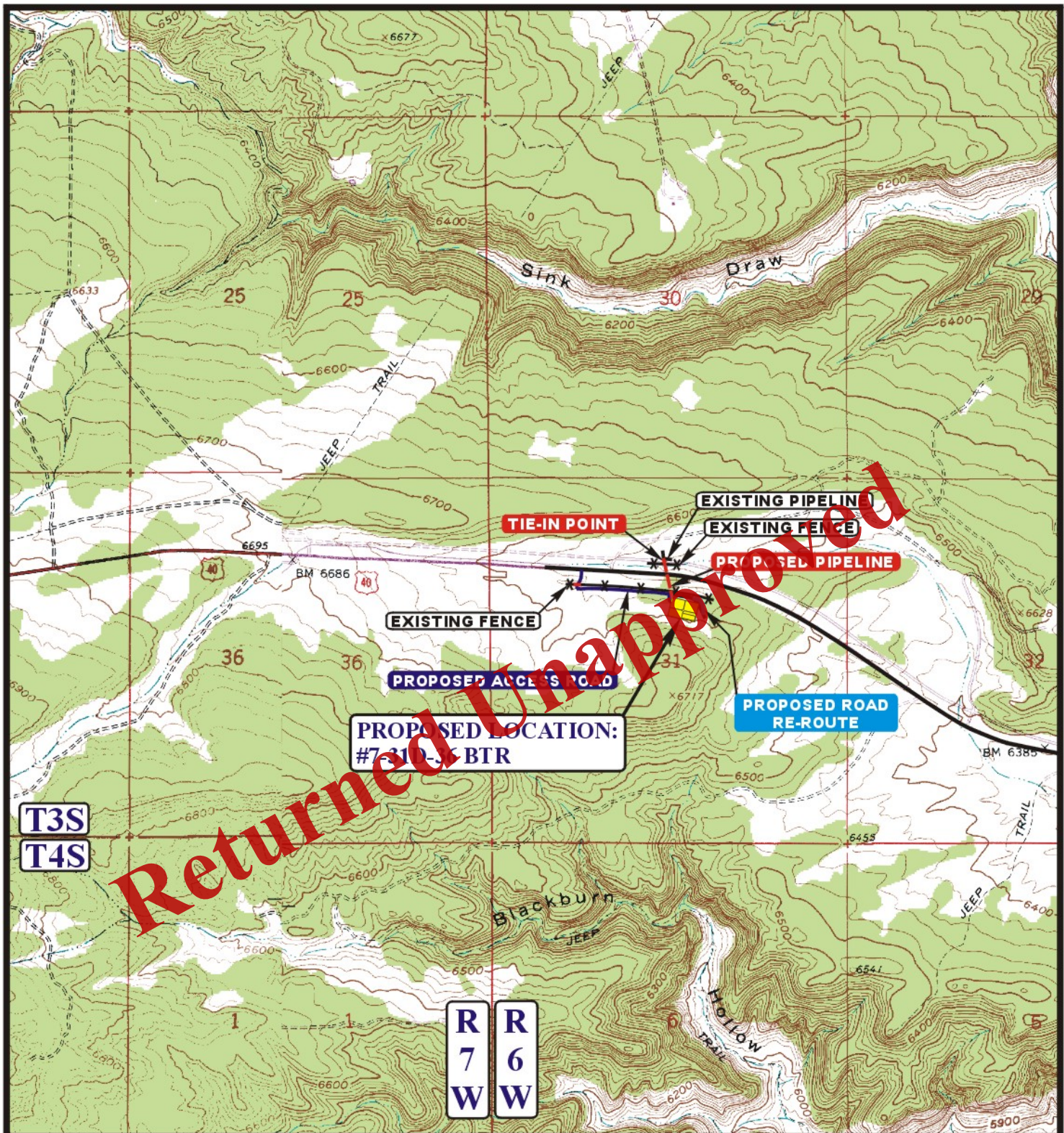
#7-31D-36 BTR
SECTION 31, T3S, R6W, U.S.B.&M.
1915' FNL 2370' FEL

ACCESS ROAD
MAP

06 20 11
MONTH DAY YEAR

B
TOPO

SCALE: 1" = 2000' DRAWN BY: C.A.G. REV: 08-02-11 C.I.



APPROXIMATE TOTAL PIPELINE DISTANCE = 573' +/-

LEGEND:

- PROPOSED ACCESS ROAD
- EXISTING PIPELINE
- PROPOSED PIPELINE



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#7-31D-36 BTR
SECTION 31, T3S, R6W, U.S.B.&M.
1915' FNL 2370' FEL

TOPOGRAPHIC
MAP

06 20 11
 MONTH DAY YEAR

SCALE: 1" = 2000' DRAWN BY: C.A.G. REV: 08-02-11 C.I.



Plan Report for 7-31-36 BTR - Plan A - Rev 0 Proposal

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)	Toolface Azimuth (°)
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
400.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600.00	0.00	0.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
700.00	0.00	0.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800.00	0.00	0.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
900.00	0.00	0.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,056.00	0.00	0.00	1,056.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TP92 Useable Water										
1,100.00	0.00	0.00	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,200.00	0.00	0.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,300.00	0.00	0.00	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,400.00	0.00	0.00	1,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,500.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,600.00	0.00	0.00	1,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,700.00	0.00	0.00	1,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,800.00	0.00	0.00	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,900.00	0.00	0.00	1,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,100.00	0.00	0.00	2,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,200.00	0.00	0.00	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,300.00	0.00	0.00	2,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,400.00	0.00	0.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,500.00	0.00	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,600.00	0.00	0.00	2,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,700.00	0.00	0.00	2,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,796.00	0.00	0.00	2,796.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Green River										
2,800.00	0.00	0.00	2,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,900.00	0.00	0.00	2,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3,000.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
KOP - Begin 1.5°/100ft Build at 3000.00ft										
3,100.00	1.50	100.19	3,099.99	-0.23	1.29	1.31	1.50	1.50	0.00	100.19
3,200.00	3.00	100.19	3,199.91	-0.93	5.15	5.23	1.50	1.50	0.00	0.00
3,300.00	4.50	100.19	3,299.69	-2.08	11.59	11.77	1.50	1.50	0.00	0.00
3,400.00	6.00	100.19	3,399.27	-3.70	20.59	20.92	1.50	1.50	0.00	0.00
3,482.28	7.23	100.19	3,481.00	-5.38	29.93	30.41	1.50	1.50	0.00	0.00
Mahogany										
3,500.00	7.50	100.19	3,498.57	-5.78	32.16	32.68	1.50	1.50	0.00	0.00
3,600.00	9.00	100.19	3,597.54	-8.32	46.29	47.03	1.50	1.50	0.00	0.00
3,605.85	9.09	100.19	3,603.31	-8.48	47.19	47.95	1.50	1.50	0.00	0.00
End of Build at 3605.85ft										
3,700.00	9.09	100.19	3,696.28	-11.11	61.83	62.82	0.00	0.00	0.00	0.00
3,745.29	9.09	100.19	3,741.00	-12.38	68.87	69.97	0.00	0.00	0.00	0.00
Mahogany Base										
3,800.00	9.09	100.19	3,795.03	-13.91	77.37	78.61	0.00	0.00	0.00	0.00
3,900.00	9.09	100.19	3,893.77	-16.70	92.92	94.41	0.00	0.00	0.00	0.00
4,000.00	9.09	100.19	3,992.52	-19.50	108.46	110.20	0.00	0.00	0.00	0.00
4,100.00	9.09	100.19	4,091.26	-22.29	124.01	126.00	0.00	0.00	0.00	0.00
4,200.00	9.09	100.19	4,190.00	-25.08	139.56	141.79	0.00	0.00	0.00	0.00
4,300.00	9.09	100.19	4,288.75	-27.88	155.10	157.59	0.00	0.00	0.00	0.00
4,400.00	9.09	100.19	4,387.49	-30.67	170.65	173.38	0.00	0.00	0.00	0.00
4,500.00	9.09	100.19	4,486.24	-33.47	186.19	189.18	0.00	0.00	0.00	0.00
4,600.00	9.09	100.19	4,584.98	-36.26	201.74	204.97	0.00	0.00	0.00	0.00

Plan Report for 7-31-36 BTR - Plan A - Rev 0 Proposal

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N-S (ft)	+E-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)	Toolface Azimuth (°)
4,700.00	9.09	100.19	4,683.73	-39.06	217.28	220.77	0.00	0.00	0.00	0.00
Hold Angle at 9.09°										
4,800.00	9.09	100.19	4,782.47	-41.85	232.83	236.56	0.00	0.00	0.00	0.00
4,900.00	9.09	100.19	4,881.22	-44.64	248.37	252.36	0.00	0.00	0.00	0.00
4,914.97	9.09	100.19	4,896.00	-45.06	250.70	254.72	0.00	0.00	0.00	0.00
TGR3										
5,000.00	9.09	100.19	4,979.96	-47.44	263.92	268.15	0.00	0.00	0.00	0.00
5,100.00	9.09	100.19	5,078.71	-50.23	279.47	283.94	0.00	0.00	0.00	0.00
5,200.00	9.09	100.19	5,177.45	-53.03	295.01	299.74	0.00	0.00	0.00	0.00
5,300.00	9.09	100.19	5,276.20	-55.82	310.56	315.53	0.00	0.00	0.00	0.00
5,400.00	9.09	100.19	5,374.94	-58.61	326.10	331.33	0.00	0.00	0.00	0.00
5,500.00	9.09	100.19	5,473.69	-61.41	341.65	347.12	0.00	0.00	0.00	0.00
5,580.00	9.09	100.19	5,552.68	-63.64	354.09	359.76	0.00	0.00	0.00	0.00
Begin 1.5°/100ft Drop to Vertical at 5580.00ft										
5,600.00	8.79	100.19	5,572.44	-64.19	357.14	362.87	1.50	-1.50	0.00	180.00
5,700.00	7.29	100.19	5,671.45	-66.67	370.91	376.85	1.50	-1.50	0.00	180.00
5,759.97	6.39	100.19	5,731.00	-67.93	377.93	383.99	1.50	-1.50	0.00	-180.00
Douglas Creek										
5,800.00	5.79	100.19	5,770.80	-68.68	382.11	388.24	1.50	-1.50	0.00	180.00
5,900.00	4.29	100.19	5,870.41	-70.24	390.75	397.02	1.50	-1.50	0.00	180.00
6,000.00	2.79	100.19	5,970.22	-71.33	396.83	403.19	1.50	-1.50	0.00	180.00
6,100.00	1.29	100.19	6,070.15	-71.96	400.33	406.74	1.50	-1.50	0.00	180.00
6,185.85	0.00	0.00	6,156.00	-72.13	401.28	407.71	1.50	-1.50	0.00	-180.00
End of Drop at 6185.85ft - 3Point Marker										
6,200.00	0.00	0.00	6,170.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
6,300.00	0.00	0.00	6,270.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
6,400.00	0.00	0.00	6,370.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
6,500.00	0.00	0.00	6,470.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
6,585.85	0.00	0.00	6,556.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
Black Shale Facies										
6,600.00	0.00	0.00	6,570.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
6,700.00	0.00	0.00	6,670.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
6,730.85	0.00	0.00	6,701.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
Castle Peak										
6,800.00	0.00	0.00	6,770.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
6,900.00	0.00	0.00	6,870.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,000.00	0.00	0.00	6,970.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,085.85	0.00	0.00	7,056.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
Uteland Butte										
7,100.00	0.00	0.00	7,070.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,155.85	0.00	0.00	7,126.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
CR1										
7,200.00	0.00	0.00	7,170.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,300.00	0.00	0.00	7,270.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,400.00	0.00	0.00	7,370.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,500.00	0.00	0.00	7,470.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,500.85	0.00	0.00	7,471.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
Wasatch										
7,600.00	0.00	0.00	7,570.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,620.85	0.00	0.00	7,591.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
CR2										
7,700.00	0.00	0.00	7,670.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,800.00	0.00	0.00	7,770.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,900.00	0.00	0.00	7,870.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
7,925.85	0.00	0.00	7,896.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
CR3										
8,000.00	0.00	0.00	7,970.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
8,100.00	0.00	0.00	8,070.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00

Plan Report for 7-31-36 BTR - Plan A - Rev 0 Proposal

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)	Toolface Azimuth (°)
8,200.00	0.00	0.00	8,170.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
8,245.85	0.00	0.00	8,216.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
CR4										
8,300.00	0.00	0.00	8,270.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
8,400.00	0.00	0.00	8,370.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
8,500.00	0.00	0.00	8,470.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
8,545.85	0.00	0.00	8,516.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
CR4A										
8,600.00	0.00	0.00	8,570.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
8,625.85	0.00	0.00	8,596.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
CR5										
8,700.00	0.00	0.00	8,670.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
8,800.00	0.00	0.00	8,770.15	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
8,830.85	0.00	0.00	8,801.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
CR6										
8,845.85	0.00	0.00	8,816.00	-72.13	401.28	407.71	0.00	0.00	0.00	0.00
Total Depth at 8845.85ft										

Plan Annotations

Measured Depth (ft)	Vertical Depth (ft)	Local Coordinates		Comment
		+N/-S (ft)	+E/-W (ft)	
3,000.00	3,000.00	0.00	0.00	KOP - Begin 1.5°/100ft Build at 3000.00ft
3,605.85	3,603.31	-8.48	47.19	End of Build at 3605.85ft
4,700.00	4,683.73	-36.06	217.28	Hold Angle at 9.09°
5,580.00	5,552.68	-29.64	354.09	Begin 1.5°/100ft Drop to Vertical at 5580.00ft
6,185.85	6,156.00	-72.13	401.28	End of Drop at 6185.85ft
8,845.85	8,816.00	-72.13	401.28	Total Depth at 8845.85ft

Vertical Section Information

Angle Type	Target	Azimuth (°)	Origin Type	Origin		Start TVD (ft)
				+N/-S (ft)	+E/-W (ft)	
Target	7-31D-36 BTR_PlanA - Rev0_BHL Tgt	100.19	Slot	0.00	0.00	0.00

Survey tool program

From (ft)	To (ft)	Survey/Plan	Survey Tool
0.00	8,845.85	Plan A - Rev 0 Proposal	MWD

Plan Report for 7-31-36 BTR - Plan A - Rev 0 Proposal

Formation Details

Measured Depth (ft)	Vertical Depth (ft)	Name	Lithology	Dip (°)	Dip Direction (°)
1,056.00	1,056.00	TP92 Useable Water		0.00	
2,796.00	2,796.00	Green River		0.00	
3,482.28	3,481.00	Mahogany		0.00	
3,745.29	3,741.00	Mahogany Base		0.00	
4,914.97	4,896.00	TGR3		0.00	
5,759.97	5,731.00	Douglas Creek		0.00	
6,185.85	6,156.00	3Point Marker		0.00	
6,585.85	6,556.00	Black Shale Facies		0.00	
6,730.85	6,701.00	Castle Peak		0.00	
7,085.85	7,056.00	Uteland Butte		0.00	
7,155.85	7,126.00	CR1		0.00	
7,500.85	7,471.00	Wasatch		0.00	
7,620.85	7,591.00	CR2		0.00	
7,925.85	7,896.00	CR3		0.00	
8,245.85	8,216.00	CR4		0.00	
8,545.85	8,516.00	CR4A		0.00	
8,625.85	8,596.00	CR5		0.00	
8,830.85	8,801.00	CR6		0.00	

Targets associated with this wellbore

Target Name	TVD (ft)	+N/S (ft)	+E/W (ft)	Shape
7-31D-36 BTR_PlanA - Rev0_Zone Tgt	6,156.00	-72.13	401.28	Rectangle
7-31D-36 BTR_PlanA - Rev0_BHL Tgt	8,816.00	-72.13	401.28	Point

North Reference Sheet for Sec. 31-T3S-R6W - 7-31-36 BTR - Plan A

All data is in US Feet unless otherwise stated. Directions and Coordinates are relative to True North Reference.

Vertical Depths are relative to KB @ 6606.00ft (Rig KB). Northing and Easting are relative to 7-31-36 BTR

Coordinate System is US State Plane 1927 (Exact solution), Utah Central 4302 using datum NAD 1927 (NADCON CONUS), ellipsoid Clarke 1866

Projection method is Lambert Conformal Conic (2 parallel)

Central Meridian is -111.50°, Longitude Origin:0° 0' 0.000 E°, Latitude Origin:40° 39' 0.000 N°

False Easting: 2,000,000.00ft, False Northing: 0.00ft, Scale Reduction: 0.99991675

Grid Coordinates of Well: 673,283.39 ft N, 2,250,292.49 ft E

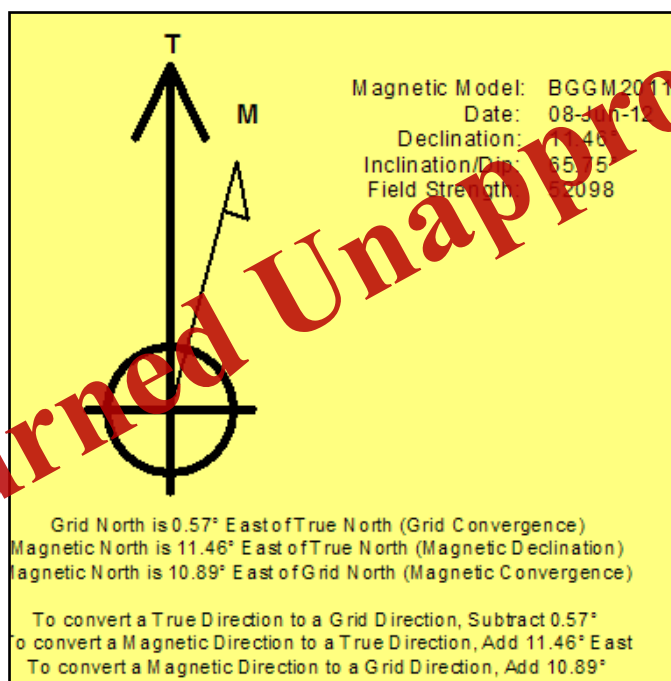
Geographical Coordinates of Well: 40° 10' 42.26" N, 110° 36' 15.18" W

Grid Convergence at Surface is: 0.57°

Based upon Minimum Curvature type calculations, at a Measured Depth of 8,845.85ft

the Bottom Hole Displacement is 407.71ft in the Direction of 100.19° (True).

Magnetic Convergence at surface is: -10.89° (8 June 2012, , BGGM2011)



Project: Duchesne County, UT (NAD 1927)
Site: Sec. 31-T3S-R6W
Well: 7-31-36 BTR
Wellbore: Plan A
Plan: Plan A - Rev 0 Proposal

Bill Barrett Corp

HALLIBURTON
Sperry Drilling

SECTION DETAILS

Sec	MD	Inc	Azi	TVD	+N/-S	+E/-W	DLeg	TFace	VSec
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	3000.00	0.00	0.00	3000.00	0.00	0.00	0.00	0.00	0.00
3	3605.85	9.09	100.19	3603.32	-8.48	47.19	1.50	100.19	47.95
4	5580.00	9.09	100.19	5552.68	-63.64	354.09	0.00	0.00	359.76
5	6185.85	0.00	0.00	6156.00	-72.13	401.28	1.50	180.00	407.71
6	8845.85	0.00	0.00	8816.00	-72.13	401.28	0.00	0.00	407.71

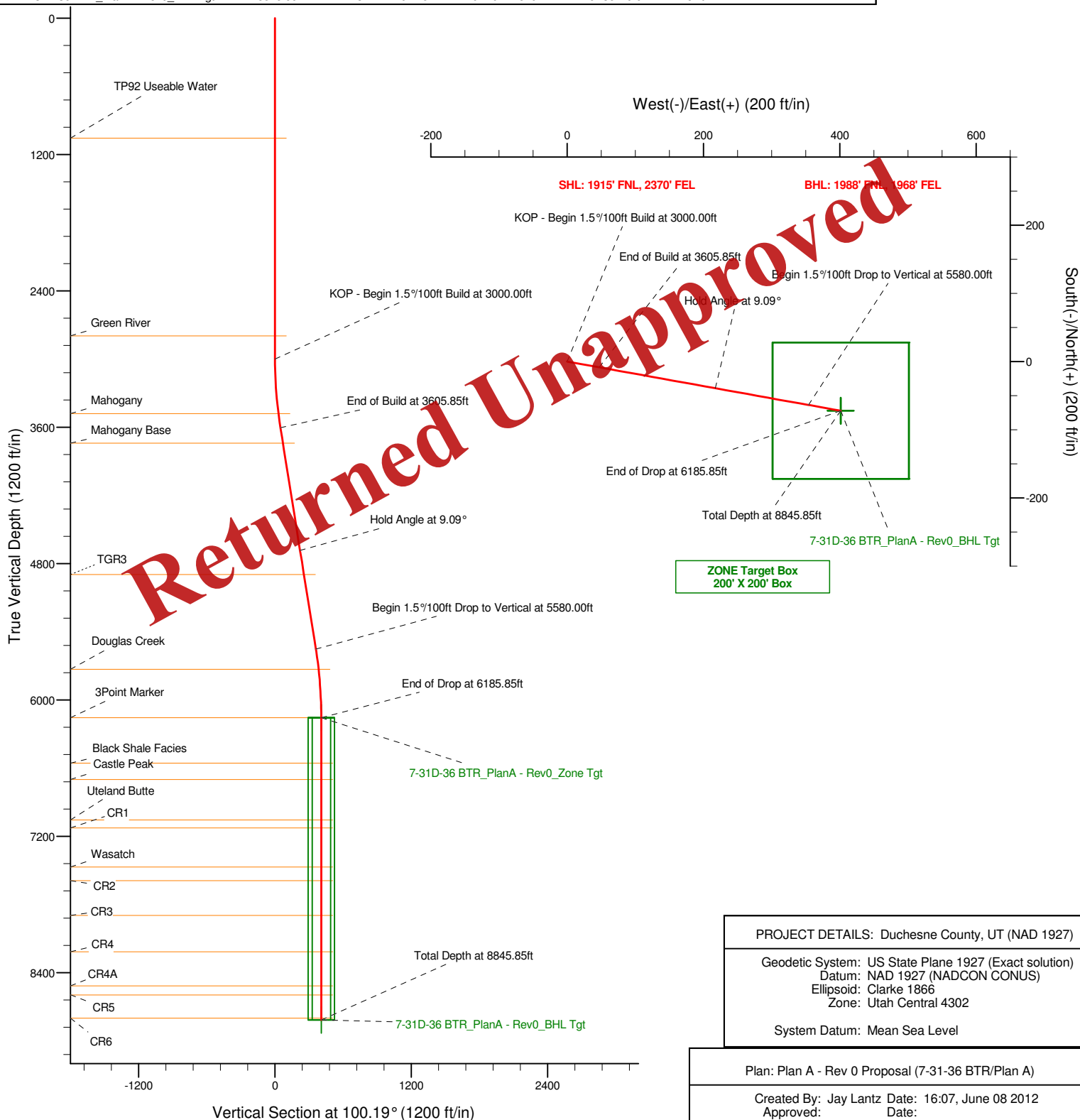


Azimuths to True North
Magnetic North: 11.46°

Magnetic Field
Strength: 52097.6snT
Dip Angle: 65.75°
Date: 6/8/2012
Model: BGGM2011

WELLBORE TARGET DETAILS (LAT/LONG)

Name	TVD	+N/-S	+E/-W	Latitude	Longitude	Shape
7-31D-36 BTR_PlanA - Rev0_Zone Tgt	6156.00	-72.13	401.28	40° 10' 41.549 N	110° 36' 10.012 W	Rectangle (Sides: L200.00 W200.00)
7-31D-36 BTR_PlanA - Rev0_BHL Tgt	8816.00	-72.13	401.28	40° 10' 41.549 N	110° 36' 10.012 W	Point



PROJECT DETAILS: Duchesne County, UT (NAD 1927)

Geodetic System: US State Plane 1927 (Exact solution)
Datum: NAD 1927 (NADCON CONUS)
Ellipsoid: Clarke 1866
Zone: Utah Central 4302

System Datum: Mean Sea Level

Plan: Plan A - Rev 0 Proposal (7-31-36 BTR/Plan A)

Created By: Jay Lantz Date: 16:07, June 08 2012
Approved: Date:

Received: June 21, 2012

SURFACE DAMAGE AND RIGHT-OF-WAY SETTLEMENT AGREEMENT

This Agreement, made and entered into this the ^{10 mLE}13th day of ^{March mLE}~~October~~, 20^{12 mLE}11, by and between Marty L. Ellis, whose address is 12475 South 3240 West, Riverton, Utah 84065 ("Surface Owner"), and, Bill Barrett Corporation, 1099 18th Street, Suite 2300, Denver CO 80202, ("BBC").

WITNESSETH THAT:

WHEREAS, BBC owns undivided interests in certain oil and gas leases ("leases") covering and affecting Section 31, Township 3 South, Range 6 West, USM, of Duchesne County, Utah; and,

WHEREAS, such leases grant to BBC the right and privilege of ingress, egress, exploring, drilling, mining, operating for, producing and owning oil and gas and all other products produced therewith, together with the right to make surveys on said lands, lay pipelines, construct roads and bridges, dig canals, build power stations, telephone lines, employee houses and other structures on said lands, necessary or useful in BBC's operations; and,

WHEREAS, BBC, pursuant to its rights under the Leases, intends to drill the #7-31D-36 BTR at a legal drill-site location in the SW1/4NE1/4 of Section 31, Township 3 South, Range 6 West, USM, Duchesne County, Utah; and,

WHEREAS, Surface Owner warrants ownership to the surface of at least specific portions of the SW1/4NE1/4 of Section 31, Township 3 South, Range 6 West, USM, Duchesne County, Utah, and which warranted ownership is further subject to all oil, gas and other mineral rights which are reserved for the use and benefit of the owners thereof; and,

WHEREAS, BBC has agreed to reimburse Surface Owner for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from BBC's operations hereunder, provided that BBC shall not be held liable or responsible for acts of providence or occurrences beyond BBC's control, such payment to be made upon commencement of operations to construct the wellsite pad; so,

pr

Any topsoil which is removed by BBC on Surface Owner's land will be stockpiled at the drillsite and will be redistributed on the drillsite upon completion of all operations, and the land reseeded with grasses and/or native plants by BBC upon written request by Surface Owner. All mud pits will be filled and material and debris will be removed from the drillsite upon completion of operations. BBC shall remove from the lands covered hereby, at any time during the term hereof or within six (6) months after the plugging and abandonment of the well drilled pursuant to this Agreement, any or all structures, pipes, equipment and other facilities placed on, over, under, through and across any lands covered hereby, excepting fences, culverts, and other land improvements required by the Surface Owner, and title thereto shall be vested in BBC at all times, and shall in no event be considered or construed as fixtures thereto.

BBC shall maintain all roads used pursuant to this Agreement and shall install culverts where necessary to insure adequate drainage from all roads.

BBC shall repair any fences and gates damaged by them during the course of their operations on the lands subject to this Agreement.

Surface Owner and their heirs or assigns shall have full access and use of the road built pursuant to this Agreement.

This Agreement shall inure to the benefit of the parties hereto, their heirs, successors and assigns and shall be a burden running with the land.

This Agreement may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single Agreement and the execution of one counterpart by any party hereto shall have the same force and effect as if said party had signed all other counterparts.

IN WITNESS WHEREOF, the parties have executed this Surface Damage Settlement Agreement effective as of the 13th day of October, 2011.

GRANTORS:

BILL BARRETT CORPORATION

By: Marty L. Ellis
Marty L. Ellis

By: Clint W. Turner
Clint W. Turner
As Agent for Bill Barrett Corporation

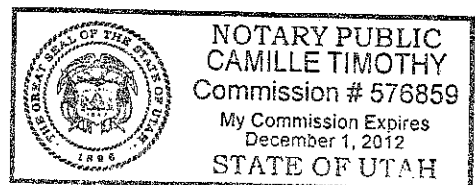
ACKNOWLEDGEMENTS

STATE OF Utah)
COUNTY OF Salt Lake)

On the 10 day of March, 2011², personally appeared before me Marty L. Ellis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Camille Timothy
Notary Public
Residing at: Puerton, UT

My Commission Expires: 12/1/12



STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 15th day of March, 2011², personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent of Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

Erik Carlson
Notary Public
Residing at: Bountiful, UT

My Commission Expires: 1-31-2016



Returned Unappr

STATE OF UTAH
COUNTY OF DUCHESNE

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Falcon and Janiece Commichaux, whose mailing address is P.O. Box 415, Cedar Valley, Utah 84013-0415, (hereinafter referred to as GRANTOR, whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM

Section 31: SE1/4NW1/4

See Exhibit "A"

Well No. 7-31D-36 BTR

WHEREAS, Bill Barrett Corporation., whose address is 1099 18th Street, Suite 2300, Denver, CO 80202, (hereinafter referred to as GRANTEE), desires to obtain rights to construct a road and appurtenances thereto on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

pr

Upon the plugging and abandonment of the well associated with this Agreement (Well No. 7-31D-36 BTR), Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such plugging and abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 24th day of February, 2012.

GRANTOR:

By: Falcon Commichaux
Falcon Commichaux

By: Janiece Commichaux
Janiece Commichaux

GRANTEE:

BILL BARRETT CORPORATION

By: Clint W. Turner
Clint W. Turner, as Agent for Bill Barrett Corporation

ACKNOWLEDGMENTS

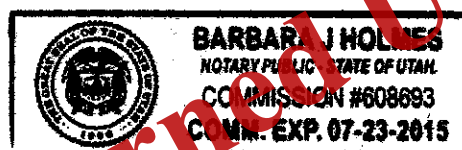
STATE OF Utah
COUNTY OF Salt Lake

On this 25 day of February, 2012, before me personally appeared Falcon Commichaux, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

My Commission Expires: 7.23.15

Barbara J Holmes
Notary Public
Residing at: Woods, UT



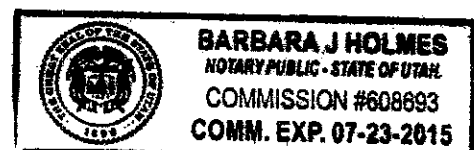
STATE OF Utah
COUNTY OF Salt Lake

On this 25 day of February, 2012, before me personally appeared Janiece Commichaux, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission Expires: 7.23.15

Barbara J Holmes
Notary Public
Residing at: Woods, UT



STATE OF UTAH
COUNTY OF SALT LAKE

On this 8th day of March, 2012, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 09-08-15

Lanet J. Gomez
Notary Public
Residing at: West Jordan, UT



Returned Unappr

STATE OF UTAH
COUNTY OF DUCHESNE

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Todd L. and Rebekah Hull, whose mailing address is 662 North 100 East, Farmington, Utah 84025, (hereinafter referred to as GRANTOR, whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM

Section 31: SE1/4NW1/4

See Exhibit "A"

Well No. 7-31D-36-BTR

WHEREAS, Bill Barrett Corporation., whose address is 1099 18th Street, Suite 2300, Denver, CO 80202, (hereinafter referred to as GRANTEE), desires to obtain rights to construct a road and appurtenances thereto on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 13th day of October, 2011.

GRANTOR:

By: Todd L. Hull
Todd L. Hull

By: Rebekah Hull
Rebekah Hull

GRANTEE:

BILL BARRETT CORPORATION

By: Clint W. Turner
Clint W. Turner, Agent for Bill Barrett Corporation

ACKNOWLEDGMENTS

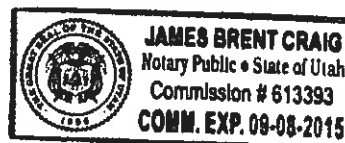
STATE OF Utah
COUNTY OF Garfield

On this 14th day of November, 2011, before me personally appeared Todd L. Hull, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public
Residing at:

My Commission Expires: 09/08/2015



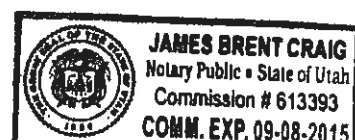
STATE OF Utah
COUNTY OF Garfield

On this 14th day of November, 2011, before me personally appeared Rebekah Hull, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public
Residing at:

My Commission Expires: 09/08/2015



STATE OF UTAH
COUNTY OF SALT LAKE

On this 23rd day of November, 2011, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 9-8-15

Lanet T Gomez
Notary Public
Residing at: West Jordan, UT



Returned Unapproved

2200
7-310-36
STATE OF UTAH
COUNTY OF DUCHESNE

Ent 441081 Bk A634 Pg 489
Date: 30-DEC-2011 9:10:09AM
Fee: \$22.00 Check
Filed By: CBM
CARDLYNE MADSEN, Recorder
DUCHESNE COUNTY CORPORATION
For: TURNER PETROLEUM LAND SERVICE

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Norris and Janice Northrup, whose mailing address is 6145 West 13900 South, Herriman, Utah 84096-3866, (hereinafter referred to as GRANTOR, whether one or more), is the owner of a portion of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM

Section 31: NE1/4NW1/4

See Exhibit "A"

#7-31D-36 BTR

WHEREAS, Bill Barrett Corporation., whose address is 1099 18th Street, Suite 2300, Denver, CO 80202, (hereinafter referred to as GRANTEE), desires to construct a pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

pr

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 13th day of June, 2011.

GRANTORS:

By: Norris Northrup
Norris Northrup

By: Janice Northrup
Janice Northrup

GRANTEE:

BILL BARRETT CORPORATION

By: Clint W. Turner
Clint W. Turner, as Agent for Bill Barrett Corporation

Returned Unappr

ACKNOWLEDGMENTS

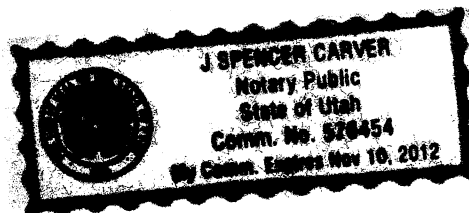
STATE OF Utah
COUNTY OF Salt Lake

On this 27 day of October, 2011, before me personally appeared Norris Northrup, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

J Spencer Carver
Notary Public
Residing at:

My Commission Expires: 11/10/2012



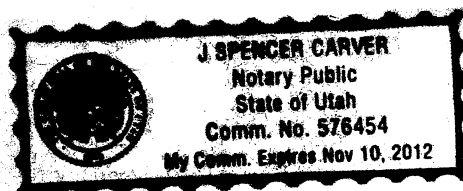
STATE OF Utah
COUNTY OF Salt Lake

On this 27 day of October, 2011, before me personally appeared Janice Northrup, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

J Spencer Carver
Notary Public
Residing at:

My Commission Expires: 11/10/2012



STATE OF UTAH
COUNTY OF SALT LAKE

On this 31st day of October, 2011, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 9-8-15

Janet T Gomez
Notary Public
Residing at: West Jordan, UT

p

Returned Unappr



**STATE OF UTAH
COUNTY OF DUCHESNE**

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Rocky Mountain Lane LLC, whose mailing address is P.O. Box 13802, Tempe, Arizona 85284, (hereinafter referred to as GRANTOR, whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM

Section 31: SE1/4NW1/4

See Exhibit "A"

Well No. 7-31D-36 BTR

WHEREAS, Bill Barrett Corporation., whose address is 1099 18th Street, Suite 2300, Denver, CO 80202, (hereinafter referred to as GRANTEE), desires to obtain rights to construct a road and appurtenances thereto on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 20th day of December, 2011.

GRANTOR:

By: _____

GRANTEE:

BILL BARRETT CORPORATION

By: _____

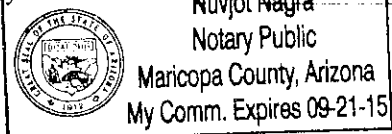
Clint W. Turner, as Agent for Bill Barrett Corporation

ACKNOWLEDGMENTS

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 27th day of January, 2012, personally appeared before me Tnaddes B. Smith who, being by me duly sworn, did say that he/she is the Agent for Rocky Mountain Land LLC and that said instrument was signed in behalf of said limited liability company by authority of a resolution of its Board of Directors and said Managing Member acknowledged to me that said limited liability company executed the same.

My Commission Expires: 9-21-15



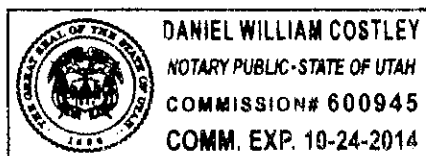
Nujot Nagra
Notary Public

Residing at: Tempe, Az

STATE OF UTAH
COUNTY OF SALT LAKE

On this 3 day of Feb, 2012, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 10-24-2014



Daniel William Costley
Notary Public

Residing at: Midvale, UT

SURFACE USE PLAN

BILL BARRETT CORPORATION

7-31D-36 BTR Pad

SW NE, 1915' FNL and 2370' FEL, Section 31, T3S-R6W (surface hole)

SW NE, 1988' FNL and 1968' FEL, Section 31, T3S-R6W (bottom hole)

Duchesne County, Utah

The onsite inspection for this pad occurred on April 27, 2012. This is a new pad with a total of one proposed well. Plat changes and site specific stipulations requested at the onsite are reflected within this APD and summarized below.

- a) Landowner requests that cabin access be maintained following construction;
- b) BBC to notify landowner when power line is being installed so that installation to the cabin can occur at the same time;
- c) Archaeologist concerned about existing culvert crossing old SR-40 grade. This concrete culvert needs to be avoided with proposed highway approach upgrade (immediately west of proposed highway approach).

The excavation contractor would be provided with an approved copy of the surface use plan of operations before initiating construction.

1. Existing Roads:

- a. The proposed well site is located approximately 11.9 miles west of Duchesne, Utah. Maps and directions reflecting the route to the proposed well site are included (see Topographic maps A and B).
- b. The Utah Department of Transportation (UDOT) maintained SR-40 would be utilized for 11.6 miles and provides access to the planned new access road.
- c. Project roads would require routine year-round maintenance to provide year-round access. Maintenance would include inspections, reduction of ruts and holes, maintenance to keep water off the road, replacement of surfacing materials, and clearing of sediment blocking ditches and culverts. Should snow removal become necessary, roads would be cleared with a motor grader and snow would be stored along the down gradient side to prohibit runoff onto the road. Aggregate would be used as necessary to maintain a solid running surface and minimize dust generation.
- d. Vehicle operators would obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions. Travel would be limited to the existing access roads and proposed access road.
- e. The use of UDOT maintained SR-40 is necessary to access the proposed well with improvements to an existing highway approach proposed. A UDOT encroachment permit will be secured prior to any construction within the UDOT right-of-way.

- f. All existing roads would be maintained and kept in good repair during all phases of operation.

2. Planned Access Road:

- a. Approximately 1,729 feet of new access road trending west is planned from the existing UDOT maintained SR-40. The existing private cabin access road will be re-routed for 317 feet to provide continued access to the cabin area (see Topographic Map B). The proposed access road crosses entirely private surface.
- b. The planned access road would be constructed to a 30-foot ROW width with an 18-foot travel surface. See section 12.d. below for disturbance estimates.
- c. New road construction and improvements of existing roads would typically require the use of motor graders, crawler tractors, 10-yard end dump trucks, and water trucks. The standard methodology for building new roads involves the use of a crawler tractor or track hoe to windrow the vegetation to one side of the road corridor, remove topsoil to the opposing side of the corridor, and rough-in the roadway. This is followed by a grader or bulldozer to establish barrow ditches and crown the road surface. Where culverts are required, a track hoe or backhoe would trench the road and install the culverts. Some hand labor would be required when installing and armor-ing culverts. Road base or gravel in some instances would be necessary and would be hauled in and a grader used to smooth the running surface.
- d. The proposed road would be constructed to facilitate drainage, control erosion and minimize visual impacts by following natural contours where practical. No unnecessary side-casting of material would occur on steep slopes.
- e. A maximum grade of 10% would be maintained throughout the project with minimum cuts and fills, as necessary, to access the well.
- f. Excess rock from construction of the pad may be used for surfacing of the access road if necessary. Any additional aggregate necessary would be obtained from private or State of Utah lands in conformance with applicable regulations. Aggregate would be of sufficient size, type, and amount to allow all weather access and alleviate dust.
- g. Where topsoil removal is necessary, it would be windrowed (i.e. stockpiled/accumulated along the edge of the ROW and in a low row/pile parallel with the ROW) and re-spread over the disturbed area after construction and backfilling are completed. Vegetation removed from the disturbed area would also be re-spread to provide protection, nutrient recycling, and a seed source for reclamation.
- h. Turnouts are not proposed.

- i. No culverts and no low-water crossings are anticipated. Adequate drainage structures, where necessary, would be incorporated into the remainder of the road to prevent soil erosion and accommodate all-weather traffic.
- j. One cattle guard is proposed at the existing UDOT fence.
- k. Surface disturbance and vehicular travel would be limited to the approved location access road. Adequate signs would be posted, as necessary, to warn the public of project related traffic.
- l. All access roads and surface disturbing activities would conform to the appropriate standard, **no higher than necessary**, to accommodate their intended function adequately as outlined in the Bureau of Land Management and Forest Service publication: Surface Operating Standards for Oil and Gas Exploration and Development, Fourth Edition – Revised 2007.
- m. The operator would be responsible for all maintenance needs of the new access road.

3. Location of Existing Wells (see One-Mile Radius Map)

- a. Following is a list of wells with surface hole locations within a one-mile radius of the proposed pad:
 - i. water wells none
 - ii. injection wells none
 - iii. disposal wells none
 - iv. drilling wells none
 - v. temp shut-in wells none
 - vi. producing wells five
 - vii. abandoned wells two

4. Location of Production Facilities

- a. Surface facilities would consist of a wellhead, separator, gas meter, combustor, (1) 500 gal methanol tank, (1) 500 glycol tank, (3) 500 bbl oil tanks, (1) 500 bbl water tank, (1) 500 bbl test tank, (1) 1000 gal propane tank, a pumping unit or Roto-flex unit or ESP or gas lift unit, electrical or with a natural gas or diesel fired motor, solar panels, solar chemical and methanol pumps and one trace pump. See attached proposed facility diagram.
- b. Most wells would be fitted with a pump jack or Roto-flex unit or ESP or gas lift to assist liquid production. The prime mover for pump jacks or Roto-flex units would be small (100 horsepower or less), electric motor or natural gas or diesel fired internal combustion engines. If a gas lift is installed, it would be set on a 10 ft x 25 ft pad and the prime mover would be a natural gas-fired internal combustion engine rated at 200 horsepower or less or an electric compressor of similar horsepower powered by electricity.

- c. The tank battery would be surrounded by a secondary containment berm of sufficient capacity to contain 1.1 times the entire capacity of the largest single tank and sufficient freeboard to contain precipitation. All loading lines and valves would be placed inside the berm surrounding the tank battery or would utilize catchment basins to contain spills. All liquid hydrocarbon production and measurement shall conform to the provisions of 43 CFR 3162.7-2 and Onshore Oil and Gas Order No. 4 for the measurement of oil.
- d. Gas meter run(s) would be constructed and located on lease within 500 feet of the wellheads. Meter runs would be housed and/or fenced. As practicably feasible, meters would be equipped with remote telemetry monitoring systems. All gas production and measurement shall comply with the provisions of 43 CFR 3162.7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.
- e. A combustor may be installed at this location for control of associated condensate tank emissions. A combustor ranges from 24 inches to 48 inches wide and is approximately 27 ft tall. Combustor placement would be on existing disturbance.
- f. Approximately 573 feet of pipeline corridor (see Topographic Map C) containing up to three lines (one gas pipeline up to 8 inch in diameter, one water line up to 4 inch in diameter and one residue line up to 4 inch in diameter) is proposed trending northwest to the existing BTR pipeline corridor. Pipelines would be constructed of steel, polyethylene or fiberglass and would connect to the proposed pipeline servicing nearby BBC wells. The pipeline crosses entirely private surface and crosses UDOT maintained SR-40.
- g. The new segment of gas pipeline would be surface laid within a 30 foot wide pipeline corridor adjacent to the proposed access road. See 12.d below for disturbance estimates.
- h. Construction of the ROW would temporarily utilize the 30 foot disturbed width for the road for a total disturbed width of 60 foot for the road and pipeline corridors. The use of the proposed well site and access roads would facilitate the staging of the pipeline construction.
- i. Pipeline construction methods and practices would be planned and conducted by BBC with the objective of enhancing reclamation and fostering the re-establishment of the native plant community.
- j. All permanent above-ground structures would be painted a flat, non-reflective color, such as Beetle Green, to match the standard environmental colors. All facilities would be painted the designated color at the time of installation. Facilities required to comply with the Occupational Safety and Health Act (OSHA) may be excluded.

- k. Site security guidelines identified in 43 CFR 3162.7-5 and Onshore Oil and Gas Order No. 3 would be adhered to. Any modifications to proposed facilities would be reflected in the site security diagram submitted.
- l. The site would require periodic maintenance to ensure that drainages are kept open and free of debris, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.

5. Location and Type of Water Supply:

- a. Water for the drilling and completion would be trucked from any of the following locations:

Water Right No. and Application or Change No.	Applicant	Allocation	Date	Point of Diversion	Source
43-180	Duchesne City Water Service District	5 cfs	8/13/2004	Knight Diversion Dam	Duchesne River
43-1202, Change a13837	Myton City	5.49 cfr and 3967 acre feet	1/21/1986	Knight Diversion Dam	Duchesne River
43-10444, Appln A57477	Duchesne County Upper Country Water	2 cfs	1994	Ditch at Source	Cow Canyon Spring
43-10446, Appln F57432	Duchesne County Upper Country Water	1.58 cfs	1994	Ditch at Source	Cow Canyon Spring
43-1273, Appln A17462	J.J.N.P. Company	7 cfs	1946	Strawberry River	Strawberry River
43-1273, Appln t36590	J.J.N.P. Company	4 cfs	6/03/2010	Strawberry River	Strawberry River
43-2505, Appln t37379	McKinnon Ranch Properties, LC	1.3 cfs	4/28/2011	Pumped from Sec, 17, T4SR6W	Water Canyon Lake
43-12415, Change A17215a	Peatross Ranch, LLC	1.89 cfs	09/2011	Dugout Pond	Strawberry River

- b. No new water well is proposed with this application.
- c. Should additional water sources be pursued they would be properly permitted through the State of Utah – Division of Water Rights.
- d. Water use would vary in accordance with the formations to be drilled but would be up to approximately 5.41 acre feet for drilling and completion operations.

6. Source of Construction Material:

- a. The use of materials would conform to 43 CFR 3610.2-3.
- b. No construction materials would be removed from the lease or EDA area.
- c. If any additional gravel is required, it would be obtained from a local supplier having a permitted source of materials within the general area.

7. Methods of Handling Waste Disposal:

- a. All wastes associated with this application would be contained and disposed of utilizing approved facilities.
- b. The reserve pit would be constructed so as not to leak, break or allow any discharge.
- c. The reserve would be lined with 12 mil (minimum) thickness polyethylene nylon reinforced liner material. The liner(s) would overlay straw, dirt and/or bentonite if rock is encountered during excavation. The liner would overlap the pit walls and be covered with dirt and/or rocks to hold them in place. No trash, scrap pipe, or other materials that could puncture the liner would be discarded in the pit. A minimum of two feet of free board would be maintained between the maximum fluid level and the top of the reserve pit at all times.
- d. To deter livestock from entering the pit, the three sides exterior to the location would be fenced before drilling starts. Following the conclusion of drilling and completion activities, the fourth side would also be fenced.
- e. Drill cuttings would be contained in the pit and buried on-site for a period not to exceed six months, weather permitting
- f. Produced fluids from the well other than water would be decanted into steel test tank(s) until such time as construction of production facilities is completed. Any oil that may be accumulated would be transferred to a permanent production tank. Produced water may be used in further drilling and completion activities, evaporated in the pit, or would be hauled to one of the following state-approved disposal facilities:

Disposal Facilities
1. RNI Industries, Inc. – Pleasant Valley Disposal Pits, Sec. 25, 26, 35 & 36, T4S-R3W
2. Pro Water LLC – Blue Bench 13-1 Disposal Well (43-013-30971) NENE, Sec. 13, T3S-R5W
3. RN Industries, Inc. – Bluebell Disposal Ponds, Sec. 2, 4 & 9, T2S-R2W
4. Water Disposal, Inc. – Harmston 1-32-A1 Disposal Well (43-013-30224), UTR #00707, Sec. 32, T1S-R1W

Disposal Facilities
5. Unified Water Pits – Sec. 31, T2S-R4W
6. Iowa Tank Line Pits – 8500 BLM Fence Road, Pleasant Valley
7. Western Water Solutions – Sand Pass Ranch, Sections 9 and 10, T4S-R1W, permit #WD-01-2011

- g. Any salts and/or chemicals, which are an integral part of the drilling system, would be disposed of in the same manner as the drilling fluid.
- h. Any spills of oil, condensate, produced or frac water, drilling fluids, or other potentially deleterious substances would be recovered and either returned to its origin or disposed of at an approved disposal site, most likely in Duchesne, Utah.
- i. Chemicals on the EPA's Consolidated List of Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) may be used or stored in quantities over reportable quantities. In the course of drilling, BBC could potentially store and use diesel fuel, sand (silica), hydrochloric acid, and CO₂ gas, all described as hazardous substances in 40 CFR Part 302, Section 302.4, in quantities exceeding 10,000 pounds. In addition, natural gas condensate and crude oil and methanol may be stored or used in reportable quantities. Small quantities of retail products (paint/spray paints, solvents {e.g., WD-40}, and lubrication oil) containing non-reportable volumes of hazardous substances may be stored and used on site at any time. No extremely hazardous substances, as defined in 40 CFR 355, would be used, produced, stored, transported or disposed of in association with the drilling, testing or completion of the wells.
- j. Portable toilets and trash containers would be located onsite during drilling and completion operations. A commercial supplier would install and maintain portable toilets and equipment and would be responsible for removing sanitary waste. Sanitary waste facilities (i.e. toilet holding tanks) would be regularly pumped and their contents disposed of at approved sewage disposal facilities in Duchesne, and/or Uintah Counties, in accordance with applicable rules and regulations regarding sewage treatment and disposal. Accumulated trash and nonflammable waste materials would be hauled to an approved landfill once a week or as often as necessary. All debris and waste materials not contained in the trash containers would be cleaned up, removed from the construction ROW, well pad, or worker housing location, and disposed of at an approved landfill. Trash would be cleaned up everyday.
- k. Sanitary waste equipment and trash bins would be removed from the Project Area upon completion of access road or pipeline construction; following drilling and completion operations at an individual well pad; when worker housing is no longer needed; or as required.
- l. A flare pit may be constructed a minimum of 110' from the wellhead(s) and may be used during completion work. In the event a flare pit proves to be

unworkable, a temporary flare stack or open top tank would be installed. BBC would flow back as much fluid and gas as possible into pressurized vessels, separating the fluids from the gas. In some instances, due to the completion fluids utilized within the Project Area, it is not feasible to direct the flow stream from the wellbore through pressurized vessels. In such instances BBC proposes to direct the flow to the open top tanks until flow through the pressurized vessels is feasible. At which point the fluid would either be returned to the reserve pit or placed into a tank(s). The gas would be directed to the flare pit, flare stack (each with a constant source of ignition), or may be directed into the sales pipeline.

- m. Hydrocarbons would be removed from the reserve pit would as soon as practical. In the event immediate removal is not practical, the reserve pit would be flagged overhead or covered with wire or plastic mesh to protect migrating birds.

8. Ancillary Facilities:

- a. Garbage containers and portable toilets would be located on the well pad.
- b. On well pads where active drilling and completion is occurring, temporary housing would be provided on location for the well pad supervisor, geologist, tool pusher, and others that are required to be on location at all times. The well pad could include up to five single wide mobile homes or fifth wheel campers/trailers.
- c. A surface powerline corridor 573 feet in length is proposed for installation by third-party installer within a 150 foot wide powerline corridor adjacent to the proposed access road. See 12.d below for disturbance estimates. The powerline crosses entirely private surface and crosses UDOT maintained SR-40.

Well Site Layout:

- a. The well would be properly identified in accordance with 43 CFR 3162.6.
- b. The pad layout, cross section diagrams and rig layout are enclosed (see Figures 1 and 2).
- c. The pad and road designs are consistent with industry specifications.
- d. The pad has been staked at its maximum size of 400 feet x 270 feet with an inboard reserve pit size of 235 feet x 70 feet x 8 feet deep. See section 12.d below for disturbance estimates.
- e. Within the approved well pad location, a crawler tractor would strip whatever topsoil is present and stockpile it along the edge of the well pad for use during reclamation. Vegetation would be distributed along the sides of the well pad.
- f. Fill from pit excavation would be stockpiled along the edge of the pit and the adjacent edge of the well pad.

- g. Use of erosion control measures, including proper grading to minimize slopes, diversion terraces and ditches, mulching, terracing, riprap, fiber matting, temporary sediment traps, and broad-based drainage dips or low water crossings would be employed by BBC as necessary and appropriate to minimize erosion and surface runoff during well pad construction and operation. Cut and fill slopes would be constructed such that stability would be maintained for the life of the activity.
- h. All cut and fill slopes would be such that stability can be maintained for the life of the activity.
- i. Diversion ditches would be constructed, if necessary, around the well site to prevent surface waters from entering the well site area.
- j. Water application may be implemented if necessary to minimize the amount of fugitive dust.
- k. All surface disturbing activities would be supervised by a qualified, responsible company representative who is aware of the terms and conditions of the APD and specifications in the approved plans.

10. Plan for Restoration of the Surface:

- a. A site specific reclamation plan would be submitted, if requested, within 90 days of location construction to the surface managing agency.
- b. Site reclamation would be accomplished for portions of the well pad not required for the continued operation of the well on this pad within six months of completion, weather permitting.
- c. The operator would control noxious weeds along access road use authorizations and well site by spraying or mechanical removal, according to the Utah Noxious Weed Act and as set forth in the approved surface damage agreements.
- d. Rat and mouse holes would be filled and compacted from bottom to top immediately upon release of the drilling rig from location. Upon well completion, any hydrocarbons in the pit shall be removed in accordance with 43 CFR 3162.7-1. The reserve pit would be allowed to dry prior to the commencement of backfilling work. No attempts would be made to backfill the reserve pit until it is free of standing water. Once dry, the liner would be torn and perforated before backfilling.
- e. The reserve pit and that portion of the location not needed for production facilities/operations would be recontoured to the approximate natural contours. Areas not used for production purposes would be backfilled and blended into the surrounding terrain, reseeded and erosion control measures installed. Mulching, erosion control measures and fertilization may be required to achieve acceptable stabilization. Back slopes and fore slopes would be reduced as practical and

scarified with the contour. The reserved topsoil would be evenly distributed over the slopes and scarified along the contour. Slopes would be seeded with the landowner specified seed mix.

- f. Topsoil salvaged from the drill site and stored for more than one year would be placed at the location indicated on the well site layout drawing and graded to a depth optimum to maintain topsoil viability, seeded with the landowner prescribed seed mixture and covered with mulch for protection from wind and water erosion and to discourage the invasion of weeds.

11. Surface and Mineral Ownership:

- a. Surface ownership – Marty L. Ellis
- b. Mineral ownership – Ute Indian Tribe - 988 South 7500 East; Ft. Duchesne, Utah 84026; 435-725-4982.

12. Other Information:

- a. Montgomery Archeological Consultants has conducted a Class III archeological survey. A copy of the report has been submitted under separate cover to the appropriate agencies by Montgomery as report 11-198 dated July 27, 2011 and report 11-347 dated November 16, 2011.
- b. BBC would require that their personnel, contractors, and subcontractors to comply with Federal regulations intended to protect archeological and cultural resources.

- c. Project personnel and contractors would be educated on and subject to the following requirements:

- No dogs or firearms within the Project Area.
- No littering within the Project Area.
- Smoking within the Project Area would only be allowed in off-operator active locations or in specifically designated smoking areas. All cigarette butts would be placed in appropriate containers and not thrown on the ground or out windows of vehicles; personnel and contractors would abide by all fire restriction orders.
- Campfires or uncontained fires of any kind would be prohibited.
- Portable generators used in the Project Area would have spark arrestors.

- d. Disturbance estimates:

Approximate Acreage Disturbances

Well Pad		3.306	acres
Access	1,729 feet	1.161	acres
Pipeline	573 feet	0.376	acres
Powerline	573 feet	1.948	acres
Total		6.791	acres

Bill Barrett Corporation
Surface Use Plan
7-31D-36 BTR
Duchesne County, UT

OPERATOR CERTIFICATION

Certification:

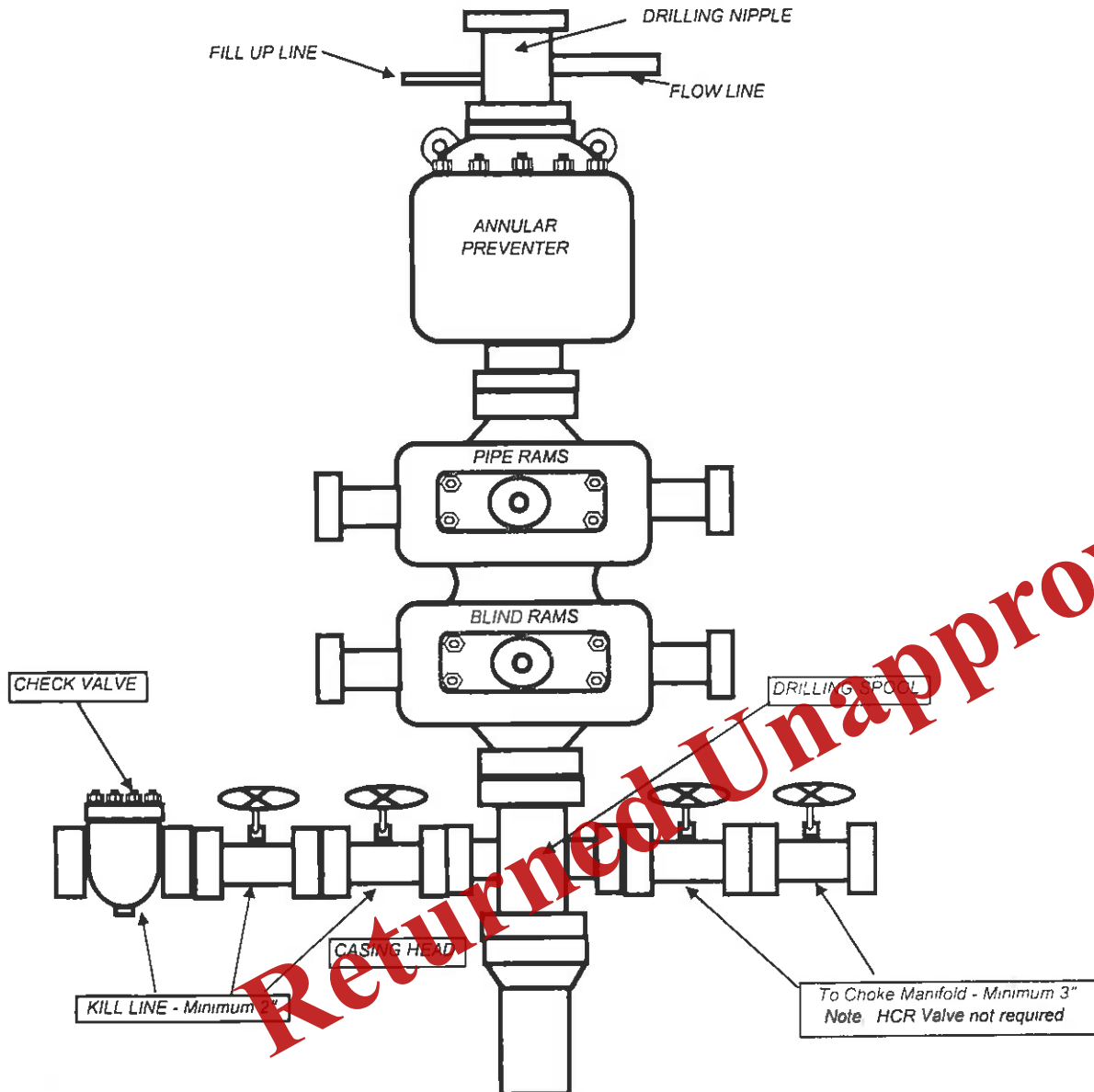
I hereby certify that I, or someone under my direction supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exist; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein would be performed in conformity with this APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application and that bond coverage is provided under Bill Barrett Corporations federal nationwide bond. These statements are subject to the provisions of 18 U.S.C. 1001 for the filings of false statements.

Executed this 21st day of June 2012
Name: Venessa Langmacher
Position Title: Senior Permit Analyst
Address: 1099 18th Street, Suite 2300, Denver, CO 80202
Telephone: 303-312-8172
E-mail: vlangmacher@billbarrettcorp.com
Field Representative Kary Eldredge / Bill Barrett Corporation
Address: 1820 W. Highway 40, Roosevelt, UT 84066
Telephone: 435-725-3515 (office); 435-724-6789 (mobile)
E-mail: keldredge@billbarrettcorp.com

Venessa Langmacher
Venessa Langmacher, Senior Permit Analyst

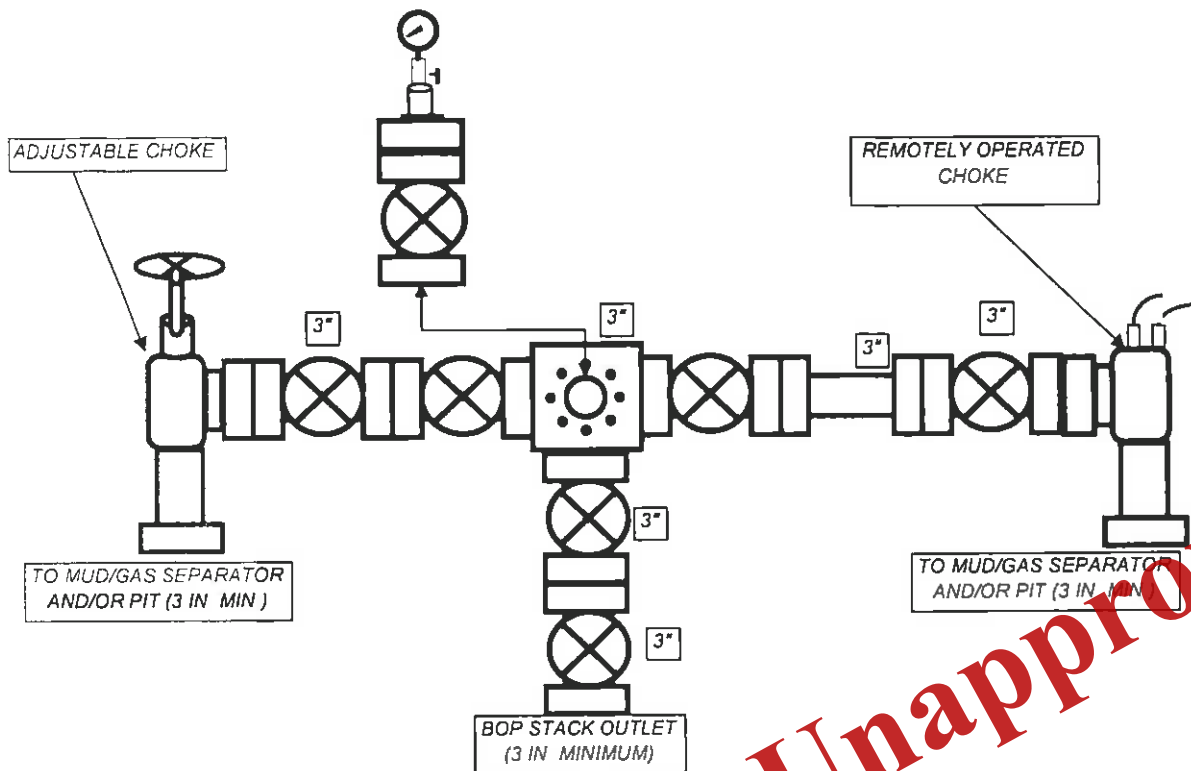
BILL BARRETT CORPORATION

TYPICAL 5,000 p.s.i. BLOWOUT PREVENTER



BILL BARRETT CORPORATION

TYPICAL 5,000 p.s.i. CHOKE MANIFOLD



Returned Unapproved



June 21, 2012

Ms. Diana Mason – Petroleum Technician
State of Utah Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
P. O. Box 145801
Salt Lake City, Utah 84114-5801

Re: Directional Drilling R649-3-11
Blacktail Ridge Area #7-31D-36 BTR Well
Surface: 1,915' FNL & 2,370' FEL, SWNE, 31-T3S-R6W, USM
Bottom Hole: 1,988' FNL & 1,968' FEL SWNE, 31-T3S-R6W, USM
Duchesne County, Utah

Dear Ms. Mason,

Pursuant to the filing of Bill Barrett Corporation's ("BBC") Application for Permit to Drill the above referenced well, we hereby submit this letter in accordance with Oil & Gas Conservation Rules R649-2, R649-3, R649-10 and R649-11, pertaining to the Location and Siting of Wells.

- The proposed location is within our Blacktail Ridge Area.
- BBC is permitting this well as a directional well in order to minimize surface disturbance. By locating the well at the surface location and directionally drilling from this location, BBC will be able to utilize the existing road and pipelines in the area.
- The well will be drilled under an Exploration and Development Agreement between the Ute Indian Tribe and Ute Distribution Corporation. Ute Energy, LLC owns a right to participate in this well.
- BBC certifies that it is the working interest owner of all lands within 460 feet of the proposed well location, and together with Ute Energy, LLC, we own 100% of the working interest in these lands.

Based on the information provided, BBC requests that the permit be granted pursuant to R649-3-11. Should you have any questions or need further information, please contact me at 303-312-8544.

Sincerely,

David Watts
Landman

1099 18TH STREET
SUITE 2300
DENVER, CO 80202
P 303.293.9100
F 303.291.0420

Received: June 21, 2012

1" = 40'
X-Section
Scale
1" = 100'

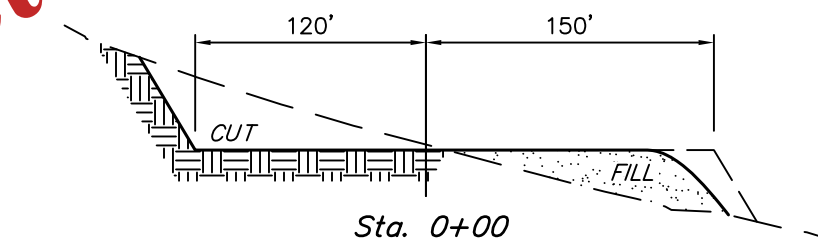
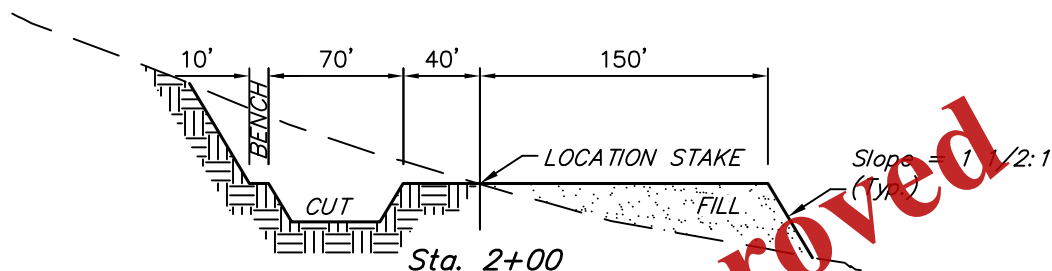
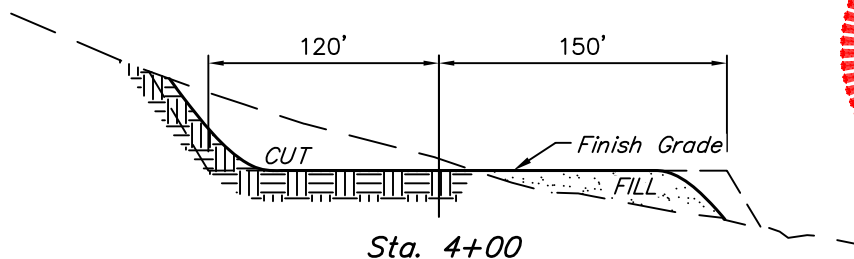
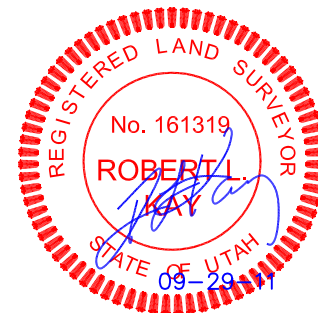
DATE: 06-23-11
DRAWN BY: K.O.
REV: 08-01-11

BILL BARRETT CORPORATION

TYPICAL CROSS SECTIONS FOR

#7-31D-36 BTR
SECTION 31, T3S, R6W, U.S.B.&M.
1915' FNL 2370' FEL

FIGURE #2



Returned Unapproved

NOTE:

Topsoil should not be Stripped Below Finished Grade on Substructure Area.

APPROXIMATE ACREAGES

WELL SITE DISTURBANCE = ± 3.306 ACRES
ACCESS ROAD DISTURBANCE = ± 1.161 ACRES
ROAD RE-ROUTE DISTURBANCE = ± 0.218 ACRES
PIPELINE DISTURBANCE = ± 0.376 ACRES
TOTAL = ± 5.061 ACRES

* NOTE:
FILL QUANTITY INCLUDES 5% FOR COMPACTION

APPROXIMATE YARDAGES

(6") Topsoil Stripping = 2,630 Cu. Yds.
Remaining Location = 21,170 Cu. Yds.
TOTAL CUT = 23,800 CU.YDS.
FILL = 19,240 CU.YDS.

EXCESS MATERIAL = 4,560 Cu. Yds.
Topsoil & Pit Backfill = 4,560 Cu. Yds.
(1/2 Pit Vol.)
EXCESS UNBALANCE = 0 Cu. Yds.
(After Interim Rehabilitation)

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

Received: June 21, 2012

BILL BARRETT CORPORATION

INTERIM RECLAMATION PLAN FOR

#7-31D-36 BTR

SECTION 31, T3S, R6W, U.S.B.&M.

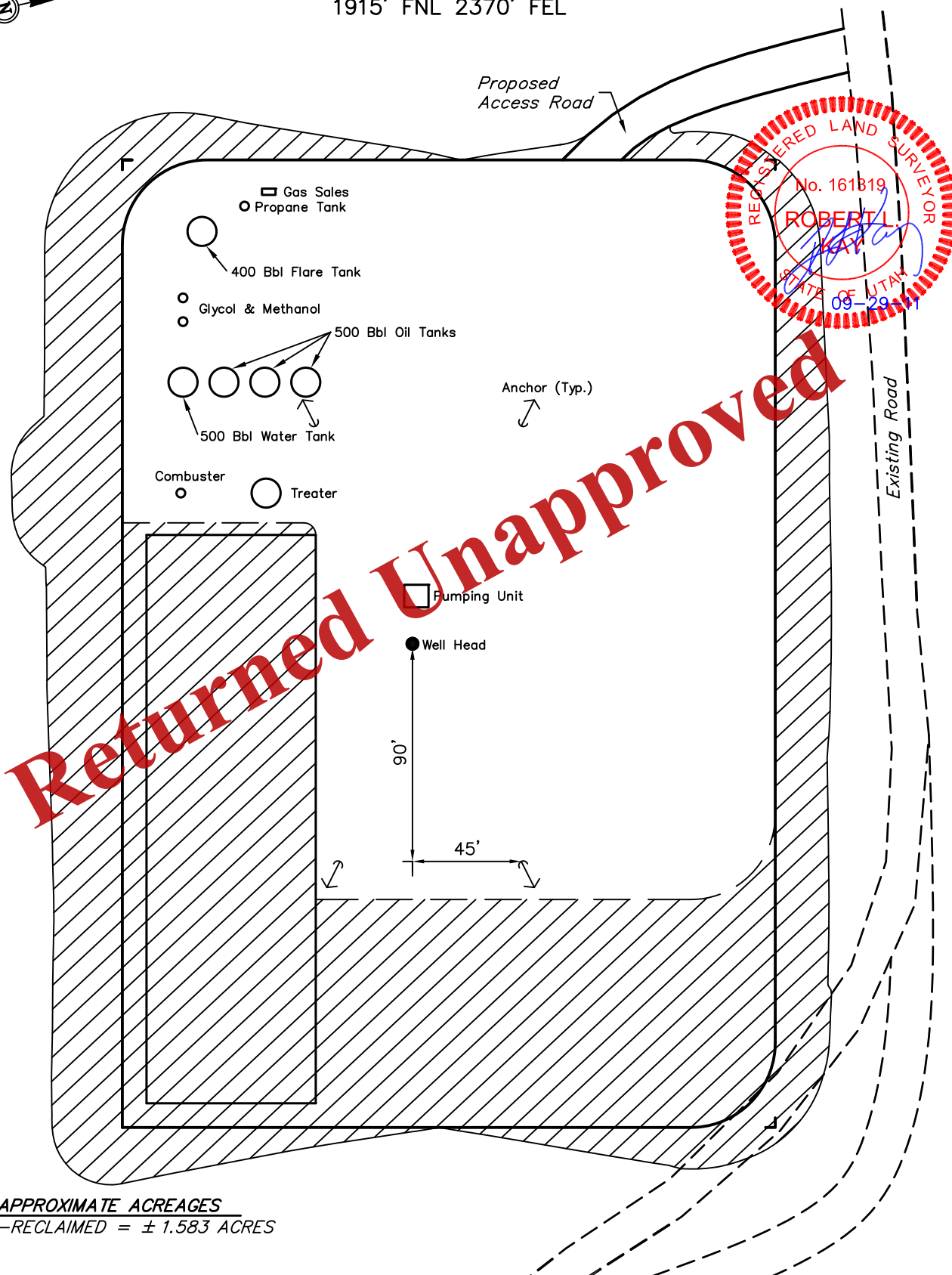
1915' FNL 2370' FEL

FIGURE #4

SCALE: 1" = 60'

DATE: 07-26-11

DRAWN BY: S.B.



APPROXIMATE ACREAGES

UN-RECLAIMED = ± 1.583 ACRES



INTERIM RECLAMATION

UINTAH ENGINEERING & LAND SURVEYING

85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

Received: June 21, 2012

BILL BARRETT CORPORATION

TYPICAL RIG LAYOUT FOR

#7-31D-36 BTR
SECTION 31, T3S, R6W, U.S.B.&M.
1915' FNL 2370' FEL

FIGURE #3

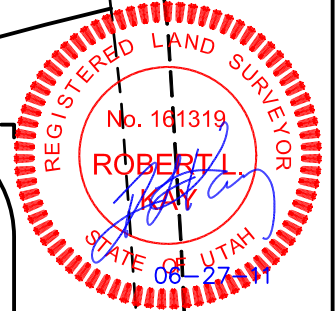
SCALE: 1" = 60'

DATE: 06-23-11

DRAWN BY: K.O.

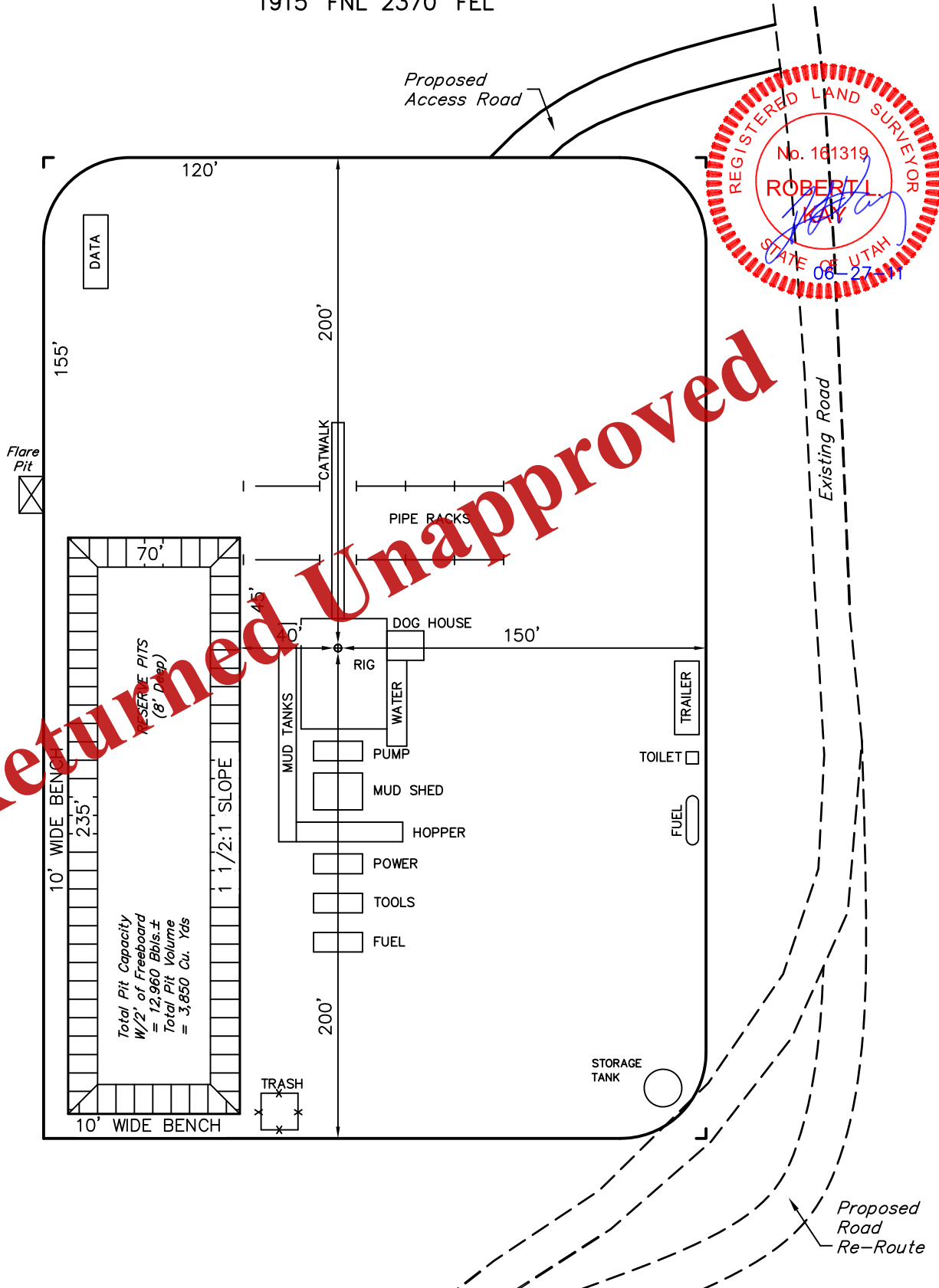


Proposed
Access Road



NOTE:
Flare Pit is to be
located a min. of 100'
from the Well Head.

Returned Unapproved



UINTAH ENGINEERING & LAND SURVEYING

85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

Received: June 21, 2012

BILL BARRETT CORPORATION

INTERIM RECLAMATION PLAN FOR

#7-31D-36 BTR
SECTION 31, T3S, R6W, U.S.B.&M.
1915' FNL 2370' FEL

FIGURE #4

SCALE: 1" = 60'

DATE: 07-26-11

DRAWN BY: S.B.



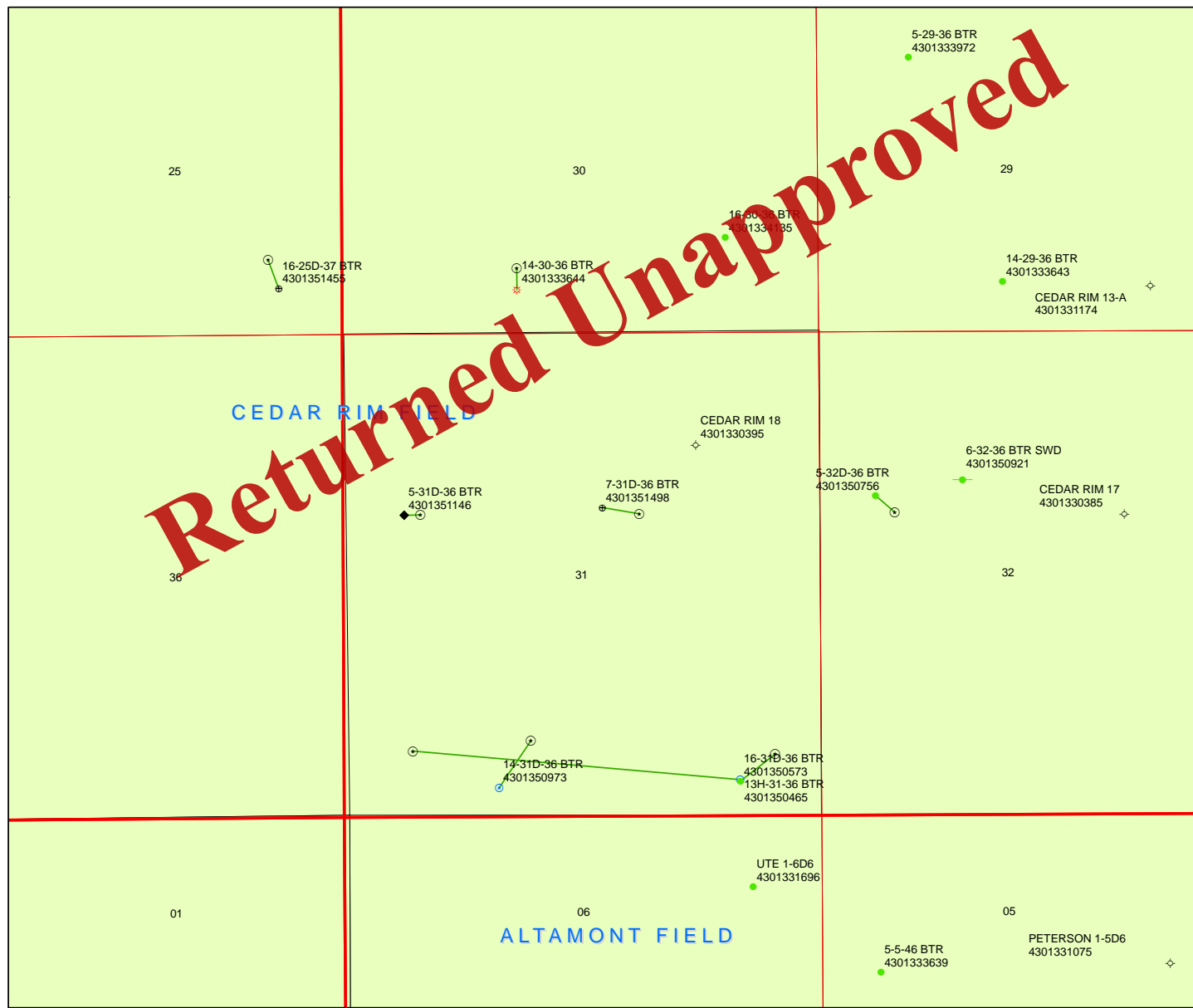
APPROXIMATE ACREAGES
UN-RECLAIMED = ± 1.583 ACRES

 INTERIM RECLAMATION

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

Received: June 21, 2012

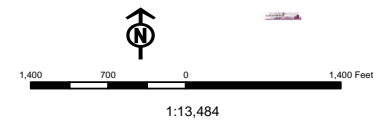
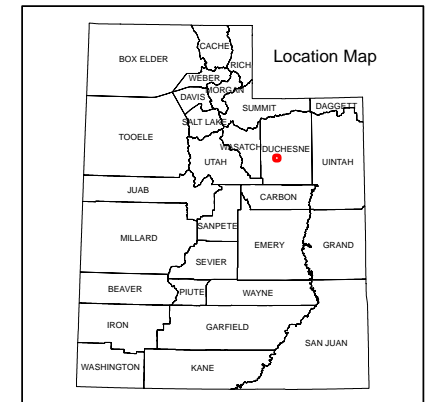
Returned Unapproved



API Number: 4301351498
Well Name: 7-31D-36 BTR
Township T03.0S Range R06.0W Section 31
Meridian: UBM
Operator: BILL BARRETT CORP

Map Prepared:
 Map Produced by Diana Mason

Units	Wells Query
STATUS	STATUS
ACTIVE	APD - Approved Permit
EXPLORATORY	DRL - Spudded (Drilling Commenced)
GAS STORAGE	GIW - Gas Injection
NF PP OIL	GS - Gas Storage
NF SECONDARY	LOC - New Location
PI OIL	OPS - Operation Suspended
PP GAS	PA - Plugged Abandoned
PP GEOTHERM	PGW - Producing Gas Well
PP OIL	POW - Producing Oil Well
SECONDARY	SGW - Shut-in Gas Well
TERMINATED	SOW - Shut-in Oil Well
Fields	TA - Temp. Abandoned
Unknown	TW - Test Well
ABANDONED	WDW - Water Disposal
ACTIVE	WW - Water Injection Well
COMBINED	WSW - Water Supply Well
INACTIVE	Bottom Hole Location - Oil/Gas/D6
STORAGE	
TERMINATED	



Received: June 28, 2012



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

July 25, 2012

BILL BARRETT CORP
1099 18th Street Ste 2300
Denver, CO 80202

Re: Application for Permit to Drill - DUCHESNE County, Utah

Ladies and Gentlemen:

The Application for Permit to Drill (APD) for the 7-31D-36 BTR well, API 43013514980000 that was submitted June 21, 2012 is being returned unapproved. If you plan on drilling this well in the future, you must first submit a new application.

Should you have any questions regarding this matter, please call me at (801) 538-5312.

Sincerely,

Diana Mason
Environmental Scientist

Enclosure

cc: Bureau of Land Management, Vernal, Utah

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED

JUN 22 2012

FORM APPROVED
OMB No. 1004-0136
Expires July 31, 2010

APPLICATION FOR PERMIT TO DRILL OR REENTER

BLM

1a. Type of Work: <input checked="" type="checkbox"/> DRILL <input type="checkbox"/> REENTER		5. Lease Serial No. 1420H626405
1b. Type of Well: <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/> Single Zone <input checked="" type="checkbox"/> Multiple Zone		6. If Indian, Allottee or Tribe Name UINTAH AND OURAY
2. Name of Operator BILL BARRETT CORPORATION		7. If Unit or CA Agreement, Name and No.
Contact: VENESSA LANGMACHER E-Mail: vlangmacher@billbarrettcorp.com		8. Lease Name and Well No. 7-31D-36 BTR
3a. Address 1099 18TH STREET SUITE 2300 DENVER, CO 80202	3b. Phone No. (include area code) Ph: 303-312-8172 Fx: 303-291-0420	9. API Well No. 43 013 51498
4. Location of Well (Report location clearly and in accordance with any State requirements. *) At surface SWNE 1915FNL 2370FEL 40.178364 N Lat, 110.604931 W Lon At proposed prod. zone SWNE 1988FNL 1968FEL 40.178164 N Lat, 110.603494 W Lon		10. Field and Pool, or Exploratory CEDAR RIM
14. Distance in miles and direction from nearest town or post office* 11.9 MILES WEST OF DUCHESNE, UT		11. Sec., T., R., M., or Blk. and Survey or Area Sec 31 T3S R6W Mer UBM SME: FEE
15. Distance from proposed location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 1968' (BOTTOM HOLE)	16. No. of Acres in Lease 630.08	12. County or Parish DUCHESNE
18. Distance from proposed location to nearest well, drilling, completed, applied for, on this lease, ft. 967' P&A	19. Proposed Depth 8846 MD 8816 TVD	13. State UT
21. Elevations (Show whether DF, KB, RT, GL, etc.) 6591 GL	22. Approximate date work will start 06/01/2013	17. Spacing Unit dedicated to this well 640.00
		20. BLM/BIA Bond No. on file WYB000040
		23. Estimated duration 60 DAYS (D&C)

24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No. 1, shall be attached to this form:

1. Well plat certified by a registered surveyor.
2. A Drilling Plan.
3. A Surface Use Plan (if the location is on National Forest System Lands, the SUPO shall be filed with the appropriate Forest Service Office).
4. Bond to cover the operations unless covered by an existing bond on file (see Item 20 above).
5. Operator certification
6. Such other site specific information and/or plans as may be required by the authorized officer.

25. Signature (Electronic Submission)	Name (Printed/Typed) VENESSA LANGMACHER Ph: 303-312-8172	Date 06/21/2012
Title SENIOR PERMIT ANALYST		
Approved by (Signature) 	Name (Printed/Typed) Jerry Kenczka	Date JAN 09 2013
Title Assistant Field Manager Lands & Mineral Resources	Office VERNAL FIELD OFFICE	

Application approval does not warrant or certify the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.
Conditions of approval, if any, are attached.

CONDITIONS OF APPROVAL ATTACHED

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Additional Operator Remarks (see next page)

Electronic Submission #141267 verified by the BLM Well Information System
For BILL BARRETT CORPORATION, sent to the Vernal

NOTICE OF APPROVAL Committed to AFMSS for processing by LESLIE ROBINSON on 06/26/2012 (12LBR-4228)

** BLM REVISED ** BLM REVISED ** BLM REVISED ** BLM REVISED ** BLM REVISED **

12LBR 2300A2

NOS 3/29/12

JAN 14 2013

RECEIVED
JAN 14 2013
UDOGM



UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
VERNAL FIELD OFFICE

170 South 500 East

VERNAL, UT 84078

(435) 781-4400



CONDITIONS OF APPROVAL FOR APPLICATION FOR PERMIT TO DRILL

Company: BILL BARRETT
Well No: 7-31D-36 BTR
API No: 43-013-51498

Location: SENE, Sec. 31, T3S, R6W
Lease No: 14-20-H62-6405
Agreement: N/A

OFFICE NUMBER: (435) 781-4400

OFFICE FAX NUMBER: (435) 781-3420

**A COPY OF THESE CONDITIONS SHALL BE FURNISHED TO YOUR
FIELD REPRESENTATIVE TO INSURE COMPLIANCE**

All lease and/or unit operations are to be conducted in such a manner that full compliance is made with the applicable laws, regulations (43 CFR Part 3160), and this approved Application for Permit to Drill including Surface and Downhole Conditions of Approval. The operator is considered fully responsible for the actions of his subcontractors. A copy of the approved APD must be on location during construction, drilling, and completion operations. **This permit is approved for a two (2) year period, or until lease expiration, whichever occurs first. An additional extension, up to two (2) years, may be applied for by sundry notice prior to expiration.**

NOTIFICATION REQUIREMENTS

Construction Activity (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- The Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist shall be notified at least 48 hours in advance of any construction activity. The Ute Tribal office is open Monday through Thursday.
Construction Completion (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- Upon completion of the pertinent APD/ROW construction, notify the Ute Tribe Energy & Minerals Dept. for a Tribal Technician to verify the Affidavit of Completion. Notify the BLM Environmental Scientist prior to moving on the drilling rig.
Spud Notice (Notify BLM Petroleum Engineer)	- Twenty-Four (24) hours prior to spudding the well.
Casing String & Cementing (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to running casing and cementing all casing strings to: blm_ut_vn_opreport@blm.gov .
BOP & Related Equipment Tests (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to initiating pressure tests.
First Production Notice (Notify BLM Petroleum Engineer)	- Within Five (5) business days after new well begins or production resumes after well has been off production for more than ninety (90) days.

***SURFACE USE PROGRAM
CONDITIONS OF APPROVAL (COAs)***

- Any deviation of submitted APD's, which includes BBCs surface use plan, and ROW applications the operator will notify the BLM in writing and will receive written authorization of any such change with appropriate authorization.
- The operator will implement "Safety and Emergency Plan." The operator's safety director will ensure its compliance.
- All operator employees and/or authorized personnel (sub-contractors) in the field will have approved applicable APD's, COAs, and ROW permits/authorizations on their person(s) during all phases of construction.
- All vehicular traffic, personnel movement, construction/restoration operations should be confined to the area examined and approved, and to the existing roadways and/or evaluated access routes.
- Noxious weeds will be treated, monitored, and controlled along both the access road, pipeline route, and on the well pad itself.
- Insure topsoil stability on location and use topsoil for interim reclamation as soon as possible to maintain viability of the topsoil resource. If stored for a longer period of time then topsoil will be maintained to increase viability until the resource can be used for reclamation purposes only.
- All above ground production facilities will be painted Beetle Green on all locations to help blend in with the surrounding habitat, unless otherwise directed by the landowner or BLM AO.
- The operator must conduct operations to minimize adverse effects to surface and subsurface resources. This will be accomplished by staying on the approved acres of disturbance, and conforming to dust mitigation technology and doing interim reclamation practices on unused portions of the proposal.
- All dry washes will be diverted away from the actual well pad as discussed during the onsite investigation, and as agreed to by the landowner.
- Landowner requested that the cabin access will be maintained following construction of the well pad.
- BBC will notify the landowner when the power line is being installed so that installation to the cabin can occur at the same time.
- Arch concern on the existing culvert. The culvert #2 as indicated will be avoided by all ground disturbing actions.
- Site reclamation will be accomplished for portions of the well pad not needed for production, within 6 months of completion, weather permitting. This also includes any roads, and pipeline areas that have been disturbed as well. Road areas not being used and pipeline disturbances can undergo reclamation immediately after the pipeline is installed and after the roads are built. Please contact the private landowner for seed mixes that work in the area. This is could also be included in the reclamation plan from BBC. Seeds must be planted in August and prior to

ground freeze. Non-natives can be used; however lbs/ac must be kept low to minimize the chance of a monoculture.

DOWNHOLE PROGRAM

CONDITIONS OF APPROVAL (COAs)

SITE SPECIFIC DOWNHOLE COAs:

- 1. A formation integrity test shall be performed at the surface casing shoe.
- 2. Gamma Ray Log shall be run from Total Depth to Surface.
- 3. To effectively protect useable water, cement for the long string is required to be brought 200 feet above the surface casing shoe

All provisions outlined in Onshore Oil & Gas Order #2 Drilling Operations shall be strictly adhered to. The following items are emphasized:

DRILLING/COMPLETION/PRODUCING OPERATING STANDARDS

- The spud date and time shall be reported orally to Vernal Field Office within 24 hours of spudding.
- Notify Vernal Field Office Supervisory Petroleum Engineering Technician at least 24 hours in advance of casing cementing operations and BOPE & casing pressure tests.
- All requirements listed in Onshore Order #2 III. E. Special Drilling Operations are applicable for air drilling of surface hole.
- Blowout prevention equipment (BOPE) shall remain in use until the well is completed or abandoned. Closing unit controls shall remain unobstructed and readily accessible at all times. Choke manifolds shall be located outside of the rig substructure.
- All BOPE components shall be inspected daily and those inspections shall be recorded in the daily drilling report. Components shall be operated and tested as required by Onshore Oil & Gas Order No. 2 to insure good mechanical working order. All BOPE pressure tests shall be performed by a test pump with a chart recorder and **NOT** by the rig pumps. Test shall be reported in the driller's log.
- BOP drills shall be initially conducted by each drilling crew within 24 hours of drilling out from under the surface casing and weekly thereafter as specified in Onshore Oil & Gas Order No. 2.
- Casing pressure tests are required before drilling out from under all casing strings set and cemented in place.
- No aggressive/fresh hard-banded drill pipe shall be used within casing.
- **Cement baskets shall not be run on surface casing.**

- The operator must report all shows of water or water-bearing sands to the BLM. If flowing water is encountered it must be sampled, analyzed, and a copy of the analyses submitted to the BLM Vernal Field Office.
- The operator must report encounters of all non oil & gas mineral resources (such as Gilsonite, tar sands, oil shale, trona, etc.) to the Vernal Field Office, in writing, within 5 working days of each encounter. Each report shall include the well name/number, well location, date and depth (from KB or GL) of encounter, vertical footage of the encounter and, the name of the person making the report (along with a telephone number) should the BLM need to obtain additional information.
- A complete set of angular deviation and directional surveys of a directional well will be submitted to the Vernal BLM office engineer within 30 days of the completion of the well.
- While actively drilling, chronologic drilling progress reports shall be filed directly with the BLM, Vernal Field Office on a weekly basis in sundry, letter format or e-mail to the Petroleum Engineers until the well is completed.
- A cement bond log (CBL) will be run from the production casing shoe to the top of cement and shall be utilized to determine the bond quality for the production casing. Submit a field copy of the CBL to this office.
- **Please submit an electronic copy of all other logs run on this well by CD (compact disc). This submission will supersede the requirement for submittal of paper logs to the BLM.**
- There shall be no deviation from the proposed drilling, completion, and/or workover program as approved. Safe drilling and operating practices must be observed. Any changes in operation must have prior approval from the BLM Vernal Field Office.

OPERATING REQUIREMENT REMINDERS:

- All wells, whether drilling, producing, suspended, or abandoned, shall be identified in accordance with 43 CFR 3162.6. There shall be a sign or marker with the name of the operator, lease serial number, well number, and surveyed description of the well.
- For information regarding production reporting, contact the Office of Natural Resources Revenue (ONRR) at www.ONRR.gov.
- Should the well be successfully completed for production, the BLM Vernal Field office must be notified when it is placed in a producing status. Such notification will be by written communication and must be received in this office by not later than the fifth business day following the date on which the well is placed on production. The notification shall provide, as a minimum, the following informational items:
 - Operator name, address, and telephone number.
 - Well name and number.
 - Well location (¼¼, Sec., Twn, Rng, and P.M.).
 - Date well was placed in a producing status (date of first production for which royalty will be paid).
 - The nature of the well's production, (i.e., crude oil, or crude oil and casing head gas, or natural gas and entrained liquid hydrocarbons).
 - The Federal or Indian lease prefix and number on which the well is located; otherwise the non-Federal or non-Indian land category, i.e., State or private.
 - Unit agreement and/or participating area name and number, if applicable.
 - Communitization agreement number, if applicable.
- Any venting or flaring of gas shall be done in accordance with Notice to Lessees (NTL) 4A and needs prior approval from the BLM Vernal Field Office.
- All undesirable events (fires, accidents, blowouts, spills, discharges) as specified in NTL 3A will be reported to the BLM, Vernal Field Office. Major events, as defined in NTL3A, shall be reported verbally within 24 hours, followed by a written report within 15 days. "Other than Major Events" will be reported in writing within 15 days. "Minor Events" will be reported on the Monthly Report of Operations and Production.
- Whether the well is completed as a dry hole or as a producer, "Well Completion and Recompletion Report and Log" (BLM Form 3160-4) shall be submitted not later than 30 days after completion of the well or after completion of operations being performed, in accordance with 43 CFR 3162.4-1. Two copies of all logs run, core descriptions, and all other surveys or data obtained and compiled during the drilling, workover, and/or completion operations, shall be filed on BLM Form 3160-4. Submit with the well completion report a geologic report including, at a minimum, formation tops, and a summary and conclusions. Also include deviation surveys, sample descriptions, strip logs, core data, drill stem test data, and results of production tests if

performed. Samples (cuttings, fluid, and/or gas) shall be submitted only when requested by the BLM, Vernal Field Office.

- All off-lease storage, off-lease measurement, or commingling on-lease or off-lease, shall have prior written approval from the BLM Vernal Field Office.
- Oil and gas meters shall be calibrated in place prior to any deliveries. The BLM Vernal Field Office Petroleum Engineers will be provided with a date and time for the initial meter calibration and all future meter proving schedules. A copy of the meter calibration reports shall be submitted to the BLM Vernal Field Office. All measurement facilities will conform to the API standards for liquid hydrocarbons and the AGA standards for natural gas measurement. All measurement points shall be identified as the point of sale or allocation for royalty purposes.
- A schematic facilities diagram as required by Onshore Oil & Gas Order No. 3 shall be submitted to the BLM Vernal Field Office within 30 days of installation or first production, whichever occurs first. All site security regulations as specified in Onshore Oil & Gas Order No. 3 shall be adhered to. All product lines entering and leaving hydrocarbon storage tanks will be effectively sealed in accordance with Onshore Oil & Gas Order No. 3.
- Any additional construction, reconstruction, or alterations of facilities, including roads, gathering lines, batteries, etc., which will result in the disturbance of new ground, shall require the filing of a suitable plan and need prior approval of the BLM Vernal Field Office. Emergency approval may be obtained orally, but such approval does not waive the written report requirement.
- No location shall be constructed or moved, no well shall be plugged, and no drilling or workover equipment shall be removed from a well to be placed in a suspended status without prior approval of the BLM Vernal Field Office. If operations are to be suspended for more than 30 days, prior approval of the BLM Vernal Field Office shall be obtained and notification given before resumption of operations.
- Pursuant to Onshore Oil & Gas Order No. 7, this is authorization for pit disposal of water produced from this well for a period of 90 days from the date of initial production. A permanent disposal method must be approved by this office and in operation prior to the end of this 90-day period. In order to meet this deadline, an application for the proposed permanent disposal method shall be submitted along with any necessary water analyses, as soon as possible, but no later than 45 days after the date of first production. Any method of disposal which has not been approved prior to the end of the authorized 90-day period will be considered as an Incident of Noncompliance and will be grounds for issuing a shut-in order until an acceptable manner for disposing of said water is provided and approved by this office.
- Unless the plugging is to take place immediately upon receipt of oral approval, the Field Office Petroleum Engineers must be notified at least 24 hours in advance of the plugging of the well, in order that a representative may witness plugging operations. If a well is suspended or abandoned, all pits must be fenced immediately until they are backfilled. The "Subsequent Report of Abandonment" (Form BLM 3160-5) must be submitted within 30 days after the actual plugging of the well bore, showing location of plugs, amount of cement in each, and amount of casing left in hole, and the current status of the surface restoration.